



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

December 18, 2024

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
 - A Life Saving Award
Staff Recommendation: Present Lauren Rowe with a life saving award.
- 7 Consent Agenda
 - A City Council Special Meeting Minutes (2024-11-13)
Staff Recommendation: Approve the November 13, 2024, City Council Special Meeting Minutes.
 - B Parks, Recreation and Natural Resources Commission Minutes (9-9-2024)
Staff Recommendation: Approve the September 9, 2024, Parks, Recreation and Natural Resources Regular Commission meeting minutes.
 - C Economic Development Authority Regular Meeting Minutes (2024-11-12)
Staff Recommendation: Approve the November 12, 2024, Economic Development Authority Regular Meeting Minutes.
 - D CVB Member Appointment
Staff Recommendation: Appoint Chris Reese to the vacant seat on the Convention and Visitors Bureau Board of Directors.
 - E Designate Newspaper 2025
Staff Recommendation: Designate the St. Paul Pioneer Press as the City of Cottage Grove's newspaper for official publication in 2025.
 - F Business Licenses 2025
Staff Recommendation: Adopt Resolution 2024-187 authorizing renewal of business licenses for 2025.
 - G 2025 Council Meeting Schedule
Staff Recommendation: Approve the 2025 Council Meeting Schedule.
 - H Washington County Worksite Wellness Grant
Staff Recommendation: Approve the agreements for the Wellness Committee to purchase materials to construct and plant raised garden beds for City employees.
 - I Health and Dental Insurance Benefits
Staff Recommendation: Approve the MetLife Dental Policy and the Medica Master Group Contract for 2025.

- J Rental License Approvals**
Staff Recommendation: Approve the issuance of rental licenses to the properties listed in the attached table.
- K Amend 2024 and 2025 Budget**
Staff Recommendation: 1) Adopt Resolution 2024-180, 2024 Budget Revisions. 2) Adopt Resolution 2024-181, 2025 Budget Revisions.
- L Fund Balance Policy and Interfund Transfer**
Staff Recommendation: 1) Adopt Resolution 2024-183, approving the Fund Balance Policy. 2) Adopt Resolution 2024-192, approving the Interfund Transfer.
- M Accept donation from LSP Cottage Grove, LP**
Staff Recommendation: Adopt Resolution 2024-185, Accepting donation from LSP Cottage Grove, LP for the Economic Development Trust Fund.
- N Utility Billing Printing Service Agreement**
Staff Recommendation: Approval of the service agreement with InfoSend, Inc. for the mailing and printing of utility bills.
- O Consent Order Letter**
Staff Recommendation: Approve letter for O&M Funding Transition
- P 2025 Lobbyist Contract Approval**
Staff Recommendation: 1) Authorize entering into an agreement with Aurora Strategic Advisors for federal lobbying services in 2025. 2) Authorize the letter of engagement with Larkin Hoffman for state lobbying services in 2025.
- Q Community Service Officer Cadet Program and Agreement**
Staff Recommendation: 1) Authorize the implementation and cost for two Community Service Officer Cadets to start in 2025. 2) Approve the Community Service Officer/Cadet Law Enforcement Program agreement for Cole Pfeiffer and Ella Haas.
- R Renewal of Prosecution Services Agreement with F. Joseph Taylor Law Firm**
Staff Recommendation: Authorize an agreement for prosecution and related services with the F. Joseph Taylor Law Firm for the contract years 2025-2027.
- S Amended Purchase Agreement - Roers Companies**
Staff Recommendation: Adopt Resolution 2024-190 approving the first amendment to the purchase agreement between the City of Cottage Grove and Roers Cottage Grove Apartments LLC extending the closing date for Outlots A, C, and D of Frattalone's Southpoint Ridge plat to June 30, 2025.
- T County 19A/100th Street Realignment – RAISE Grant Application**
Staff Recommendation: Adopt Resolution 2024-184 supporting the City's RAISE grant application for the County 19A/100th Street Realignment Project.
- U Cottage Grove 2025 Standard Specifications for Street & Utility Construction and 2025 Standard Detail Plates**
Staff Recommendation: Approve the Cottage Grove 2025 Standard Specifications for Street & Utility Construction and 2025 Standard Detail Plates.
- V Shelving Quote for Utilities & Engineering Building**
Staff Recommendation: Adopt Resolution 2024-182 awarding the shelving quote to Storage Solutions in the amount of \$56,625 for the Utilities & Engineering Building.
- W John Deere 6M 130 Cab Tractor and Diamond Mower Attachment Purchase**
Staff Recommendation: Authorize the purchase from Midwest Machinery Co. for a John Deere 6M 130 Cab Tractor and the Diamond Mower attachments for \$204,590.08.

- X 81st Street Water Tower - AT&T Lease Agreement
Staff Recommendation: Approve the 3rd Amendment to the Water Tower Lease Agreement with AT&T at the 81st/Innsdale Water Tower Site.
- Y Donation of Surplus Property - Motorola Radios
Staff Recommendation: Authorize the donation of surplus property (15 Motorola radios and equipment) to Washington County Communications.
- Z Electrical Inspection Services - Agreement for Professional Services
Staff Recommendation: Approve the Agreement for Professional Services with River Heights Inspections, LLC for electrical inspector services.
- AA 2026 Pavement Management – Authorization of Feasibility Report
Staff Recommendation: Adopt Resolution 2024-189 authorizing the preparation of a feasibility report for the 2026 Pavement Management Project for roadways in the residential area west of Jamaica Avenue between Hillside Trail and 90th Street, within the Thompson Grove Estates 11th Addition, Woodridge Park Addition, Pinetree Pond Townhouses, and Cottage Grove Commercial Addition neighborhoods.
- BB Hometown Fiber - Permit Assist
Staff Recommendation: Approve the scope of work and services proposed by Hometown Fiber for the Permit Assist program and authorize the appropriate officials to sign all necessary documents to effectuate these actions.
- CC Denzer Park Picnic Shelter and Installation
Staff Recommendation: 1) Approve a purchase order to St. Croix Recreation for a picnic shelter at Denzer Park in the amount of \$19,763. 2) Adopt resolution 2024-186 awarding the installation of a park shelter to Michael Basich, Inc and authorizing the service agreement with Michael Basich, Inc for the installation of a picnic shelter at Denzer Park in the amount of \$16,560.
- 8 Approve Disbursements
 - A Approve Disbursements
- 9 Public Hearings
 - A 2025 Pavement Management – Hold Public Hearing and Order Project
Staff Recommendation: 1) Conduct the Public Hearing for the 2025 Pavement Management Project. 2) Adopt Resolution 2024-188 Ordering the 2025 Pavement Management Project.
- 10 Bid Awards
- 11 Regular Agenda
 - A Roers Companies Cottage Grove Multi-Family – Amended Site Plan Review
Staff Recommendation: Adopt Resolution 2024-191 rescinding Resolution 2024-007 and approving the amended site plan review for a 144-unit, six-story mixed-income multi-family apartment building located at 6850 East Point Douglas Road South.
- 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	12/18/2024
Department	Public Safety
Agenda Category	Presentation
Title	Life Saving Award
Staff Recommendation	Present Lauren Rowe with a life saving award.
Budget Implication	N/A
Attachments	None



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

FROM: Pete Koerner, Public Safety Director

DATE: December 18, 2024

RE: Life Saving Award

Discussion

While shopping at the Holiday Station Store on Hadley Avenue, Ms. Lauren Rowe witnessed a Cottage Grove resident experience cardiac arrest. Without hesitation, Ms. Rowe initiated CPR and assisted a responding Washington County deputy with the use of an AED until the arrival of paramedics.

Ms. Rowe's quick actions and decisive response were undoubtedly instrumental in saving the individual's life. In recognition of her bravery and lifesaving efforts, the Cottage Grove Public Safety Department will be presenting Ms. Rowe with a lifesaving award.

Recommendation

Present Lauren Rowe with a life saving award.

Attachments

None



City Council Action Request

7.A.

Meeting Date	12/18/2024		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting Minutes (2024-11-13)		
Staff Recommendation	Approve the November 13, 2024, City Council Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2024-11-13 City Council Special Meeting</td></tr></table>	1.	2024-11-13 City Council Special Meeting
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COTTAGE GROVE CITY COUNCIL

SPECIAL MEETING

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

TRAINING ROOM - 6:00 P.M

November 13, 2024

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a Special Meeting on November 13, 2024, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the Special Meeting to order at 6:00 p.m.; he mentioned Council Member Olsen is out of town, and Council Member Garza should be here in about five minutes. So, we're going to flip the canvassing of the votes to the second item on the agenda so we can go ahead and get started on the workshop first.

2. ROLL CALL

City Clerk Tammy Anderson called the roll: Mayor Bailey-Here; Council Member Garza-Arrived after Roll Call; Council Member Khambata-Here; Council Member Olsen-Absent; Council Member Thiede-Here.

Also present: Jennifer Levitt, City Administrator; Tammy Anderson, City Clerk; Ken Brittain, Planning Commissioner; Ryan Burfeind, Public Works Director; Zac Dockter, Parks and Recreation Director; Pete Koerner, Public Safety Director; Brenda Malinowski, Finance Director; Emily Schmitz, Community Development Director; Samantha Pierret, Senior Planner; Karla Bigham, Washington County Commissioner;

3. ADOPTION OF AGENDA

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

4. REGULAR AGENDA

- A. Canvass the Abstract Votes Cast from the November 5, 2024, Municipal General Election for the City Council Member Race
Staff Recommendation: Adopt Resolution 2024-157 declaring Myron Bailey winner of the four-year Term Mayor's race, declaring Justin Olsen and David Clausen winners of the four-year term City Council race, and declaring Monique Garza winner of the two-year term City Council race (Special Election).

Mayor Bailey said he'd look for a motion on this item.

Motion by Council Member Garza to Adopt Resolution 2024-157 declaring Myron Bailey winner of the four-year term Mayor's race, declaring Justin Olsen and David Clausen winners of the four-year term City Council race, and declaring Monique Garza winner of the two-year term City Council race (Special Election); second by Council Member Khambata. Motion carried: 4-0.

- B. Workshop - Holcim Draft Environmental Impact Statement (DEIS)

Staff Recommendation: Receive an overview of the Draft Environmental Impact Statement for the Nelson Mine Backwaters Project.

Emily Schmitz, Community Development Director, stated this is a meeting a long time in the making, we have a lot of specialists in the room, but this is Holcim's presentation on their draft DEIS where they will disclose more details. I am going to kick it off to Stantec's Beth Elliott, who is working on this on behalf of the City, to give kind of an overview of how we ended up where we are and our role in regard to their proposal and the details.

Beth Elliott stated I'm an Urban Planner, here with my colleague, Courtney Bot, an Environmental Review Specialist. Stantec is working on behalf of you, the City of Cottage Grove, and we're working with you on process and with some of our specialists. So, what I want to show you a little bit here is this is a story map; we have created a robust web page on the City's website for this project, it has the chapters of the Draft EIS, it has this story map, which gives a summary of the process and contents. There is also a Fact Sheet that has something similar, and there's individual handouts on various topics so people can go just look at the topic that they are most interested in. I just wanted to be able to tell you that there are a lot of resources on the website if you have constituents who are asking questions. This story map is one way people can judge the project.

We're just going to talk about the process and then we're going to hand it off to the proposer to talk more about the contents of the Draft EIS. So, there's a lot of stuff here, but I'm just going to go through the process.

So, there are three phases of an EIS at this stage level. For those of you who were on the Council a couple years ago, you approved something called the Draft and Final Scoping Decision Document; that laid out the priorities that we were going to evaluate in the EIS and laid out process-specific issues. It laid out kind of some basic order of magnitude for what we were going to study. Where we are today is on the Draft EIS; that's going to go through its own public review process, and then we get comments, we make final changes to the EIS, and then it comes to you as a Final EIS. Courtney's going to talk through what your role is, but I just wanted to say that this is a State EIS process; its mandated by a couple parts of the Environmental Rules, based on the magnitude of the mining and the specifics of the mining. Beth asked Courtney to speak about the City's role as the RGU.

Courtney said Beth provided the perfect leadin, so by State Rule, the City of Cottage Grove is what's called the Responsible Governmental Unit (RGU). As the RGU, per the Rules, it means that you need to oversee that this process is carried out, the one that you've been involved in through scoping and now the Draft EIS development. It doesn't mean you have to be responsible for all the technical pieces except for what I will get to down the road; you have both the proposer's technical team that had helped them put together the documentation, our team at Stantec does review that, and where we have come to today is we have helped govern and guide a complete Draft EIS for the City to consider. So, the scoping, as Beth mentioned, laid out what was needed to be studied in the Draft EIS, the Draft EIS has been completed per I'll call it like the cookbook of that scoping document, and where we are today is at the point of determining that the Draft EIS is complete. Is it addressing all of those things that were in the scoping document? And then it can go to the public for comment.

Now, we also had a public comment period that was at the Scoping EAW stage that led to the Scoping Decision. So, there has been public involvement and that includes agencies and the general public. They have helped the City as a RGU also figure out are all the things in these documents that we want to see and you want to understand. What I think is sometimes confusing is that by reaching these different milestones, so, stating that the Draft EIS is ready for public review is that there's like a stamp of approval for the project, and that is not what this is. This is an environmental review of a project, it is a dissemination of information for the project, and then the permitting stage that follows, by law has to come after the Draft EIS and the Final EIS is completed. That stage is where the permitting agencies look at things like wetlands; and so, at that point in time, you go kind of from the RGU and taking care of the environmental review stage to that permitting agency, really focusing on the type of environmental subject being permitted. So, let's just use wetlands again, for instance, and they kind of hone in on what more do they want to know, what are they going to permit, what kind of mitigation is going to be required. So, it's really that permitting stage where the final stamps come into play. And I know there are elements that the City will have a role in, on permitting and approval, but it is not just the City; so, I think that's important to always point out is that the Draft EIS and the Final EIS really aren't a project approval, they're putting the right

information together for those activities to happen after the Environmental Review. So, I hope that helps explain the role a little bit better.

Beth said we'd be happy to answer more questions about that. The final point I want to make, before I turn it over to Holcim, is that the City staff ran a Technical Advisory Committee (TAC) process for two years, from February 2022 to February 2024; it was to hash out a lot of issues related to the process, the scope of the project, like the magnitude, the size, where it was, explored the other alternatives. I wanted to put up here a list of the agencies and organizations that were invited into that process. Again, we can answer more questions, but I wanted to identify that this wasn't just a singular process; a lot of the commenting agencies and others who have a stake in this project were invited to the table as well. Beth stated I will now turn this over to Tom.

Tom said thank you everyone for coming, thanks for hosting. I'll start with introductions here, introduce the team, then we can just get going on the presentation: Patty Bestler, Holcim Regional Land and Environmental Manager. Cheryl and Shanna from Barr Engineering, they're the experts, they're the workhouses behind this document, you can see they have lots of years of experience, very qualified specialists that we had working on this. Tom stated my credentials are down here at the bottom of the page, you'll notice I don't have any environmental science or environmental background in my experience here. The idea here is I'm kind of the jack of all trades, I've got the mining piece and the environmental piece, and I think it might be easier when we have questions we've got the experts here to get us the answers we need.

Tom said I'm excited to present this to you guys, this is years in the making, we've done a lot of really cool, really scientific things. At the end of the day, when this presentation is done, I think we're going to be somewhere between 60 and 90 minutes, probably closer to an hour, I hope, depending on how many questions we have. I want to convey to the Council the amount of effort and time and careful thought we put into this process. We took it very seriously and so hopefully I can convey that through these slides as we go through them today.

This is the outline of where we're going to go; after each section, I'll stop and I'll ask for questions if you have any. I know a lot of you are very familiar with the operation, but I know we also have some new faces and people that maybe aren't; so, we're going to start with some review to get us all on the same background set of facts and then we'll move forward into the Draft EIS.

Holcim is a multinational building materials supplier, and we employ just over 62,000 people in 60 markets; 40% of our business is here in North America. We've got four branches of the business: Solutions and Product (roofing membranes, bituminous, and things like that); Aggregate, which we're going to talk a lot about today; Cement; Ready-mix Concrete, which we're also going to talk about today. If you zoom in a little bit tighter here to the United States, our headquarters is in Chicago; you can see the markets we participate in on the left and Aggregate's on the right. We've got 350 sites in 43 states; we're the largest mass producer in the United States, and we're a leading supplier of aggregate. I'll mention we're a very forward-looking company, looking at green pollution, kind of our tagline here is *Decarbonize Without Compromise*, so we're looking at ways to reduce the carbon footprint of building materials for supplies but still providing performance our customers expect with our building materials. So, we're doing a lot of stuff with carbon and I'll talk a little bit about that.

Zooming down even still further to the Twin Cities Aggregate Division here, it consists of six active plants: We've got two distribution yards, we've got a towing division with bullets and barges on the Mississippi River, roughly 90 operating engineers, and 25 salaried employees to support the local business here in the Twin Cities. You can see we're kind of strategically scattered around the Twin Cities metro so we can supply materials to all parts of the cities. Zooming in even farther still, everyone is familiar with Cottage Grove; we're sitting down there on the Lower Grey Cloud Island, we're in Pool 2 of the Mississippi River, we're in the City of Cottage Grove, in Washington County. So, that's where this operation is located.

I'll mention now that we've operated in harmony with Cottage Grove for over 40 years, I think that's when we mixed into Cottage Grove; the operation has been going since the 1950s, we get along with the neighbors and the neighborhood there. Permitting and things and renewals have gone very well, I think we've got a good working relationship with the City, and we're following the rules and doing what we need to do as a responsible employer.

The Nelson Operation, PAS Facilities owns the property, owns the island that Holcim is mining on; we have a longstanding lease with PAS Facilities to mine the property, and this operation of mining and barging is as early as about 1953. This is a picture from our archives from 1957, and you can I've got a circle here; you can just see the

start of where we started mining back in 1957. You'll notice the island is primarily farmland, no inland lake because we did that later with a dredge, and I'll show you a bit about that in a little bit here.

I've got about a three-minute video, it'll kind of run you through the operations; the video was played. Tom said all right, so that walked you through the process there. You can see the star of the show is that dredger, and we'll talk a lot about that. It starts there, material is extracted, by the time it gets to the end, it's been washed and loaded on barges, and then it goes up the river. These are the materials that we're mining, and we're going to talk a bit about what they're used for shortly.

So, Holcim's river system consists of the Nelson Sand and Gravel operation, which we're here to talk about tonight, and on Upper Grey Cloud Island, we have the Larson Quarry. Very unique geology here where we've got a limestone quarry and adjacent to it is a sand and gravel source. Typically, those things are not positioned that way, so unique geology there. These materials are both loaded on the barges, barged up I think it's like 18 river miles, up to our St. Paul distribution yard. We used to be able to continue up to our Minneapolis yard, but the upper St. Anthony Lock and Dam was closed in 2015; so, with that closure, we're no longer able to barge all the way up there, so now we stop at our St. Paul distribution yard.

A little bit about the transportation with Nelson Aggregate because it's an important part of the story. One barge of materials is about 1,250 tons, that's about 50 trucks worth of materials, and you can see the CO2 savings there for that. If you expand that out, annually it's about 540 barges, that's 27,000 roundtrip truck traffic trips, that's major CO2. If you look at the 25-year lifespan of the project, those are very impressive numbers in terms of CO2 savings and traffic reduction with this river system. No matter how you slice it, these are general numbers available publicly, it's not so much the values that we have there, but it's the trend; barging is significantly more efficient, rail's next, and trucking is last. So, we're able to do this economically and very environmentally friendly.

There's a bunch of societal things that are involved with CO2 that our barging helps support as well; if you're not familiar with the buying of these construction materials process, the DOT is running pilot projects right now with the Environmental Product Declarations (EPDs). The State is worried about these body carbons in steel and concrete materials. So, part of their purchasing decisions are going to be based on not only price, but how much of body carbon is in those; so, basically, an EPD is like a nutrition label of your concrete and how much body carbon is in there. They're obviously trying to get the least amount they can, and they're going to make purchasing decisions based on that. So, that's something that's coming, we're working on these now.

The DOT is trying to reduce vehicle miles traveled, that's a goal of theirs, and we support that. Just a random headline here, Affordable Housing is definitely something that's at the forefront, things people are worried about and talking about, as well as just a housing shortage in general. We need to get materials to build housing, and this is a 2022 article on trucking prices; it hasn't gotten much better since then. We have a shortage of drivers, we have a shortage of trucks, and this is something that we're going to see continuing as we move forward. So, the river system supports a bunch of other societal goals as well, including reducing the CO2 emissions from trucks.

If you look at the end user of what are these materials used for, 80% of these products are used in Ready-mix concrete; this is kind of a volumetric representation of what a yard of concrete looks like. You can see that fine aggregate, or sand, and of course aggregate rock, makes up a pretty significant amount of a big yard of Ready-mix concrete. Concrete is a perishable product because as everybody knows it gets hard; so, hauling concrete much over an hour gets to be kind of tricky. So, these concrete plants are located as close to the end users as they can; so, these three Ready-mix plants are the primary customers of Nelson materials. They're located in a market that needs Ready-mix concrete surrounding those plants. The demand for concrete is not going to slow; we're trying to fix infrastructure, trying to get housing shortages fixed so concrete demand is going to increase, as well as the aggregate demands that go into that concrete. Variations of this river system, Nelson, Larson, and these plants have built the Twin Cities since the 1950s; the Nelson facility was a major aggregate supplier earlier on, and it's still a big player in the market today.

Key projects and supplies, probably the highest profile would be the St. Croix Crossing bridge; those supplies by Nelson built very cool projects: Huntington Bank, US Bank stadium, big projects like this use Nelson materials, but as the RGU, these are also going into the things that you are working on here. I think this is a little bit dated list, we've done some new stuff as well; probably the most recent one was the roundabout by the gas stations there, we were hauling sand to that project and very reasonably so. It's not just big stuff, but curbs and gutters, sidewalks, driveways use the pouring concrete, too, and use these materials.

One last kind of comment on the importance of aggregate, probably not known by the average person would be the importance these materials play, and how much of them we intake: So, 400 tons of sand and gravel in a house; 15,000 tons in a school; 85,000 tons in a length of mile pavement. The one I like to show down here is these are all from the National Stone, Sand, & Gravel Association: 10 tons of aggregate per person per year to maintain our standard of living. So, that's 5-1/2 pounds, basically the weight of these materials, for every person in the State to maintain our standard of living. So, these are important materials, and this is an important project.

Proposed Project

Purpose Statement: Exercise Holcim's lease to continue mechanical dredging operations in an adjacent backwaters area of the Mississippi River to supply to the Twin Cities and other local markets high grade, construction quality natural aggregate for an additional 20-to-25 years. The proposed project will extend the functionality of the existing Nelson Sand & Gravel Processing Facilities and ship the items to the market using the existing Holcim barge system.

Tom stated now we're going to dive into the project, and we'll start with the backwaters area, which we're going to talk a lot about. You can see the picture is aerial imagery from 1927 and then the same shape is down here in 2021, the same overlay. What you'll notice in 2027 is the dry land; so, that 395 acres was used primarily as agricultural pasture land before 1930. Everything changed in 1930 when Lock & Dam #2 went into place; they put the dam in, they flooded that land, and it's now currently under water and it looks how it does here today. The area is bounded on the north by Lower Grey Cloud Island and on the south by these barrier islands built by the Army Corps. So, we've done extensive legal work to prove that PAS Associates maintains their rights to their property in this backwater area, it's a very niche legal area to do riparian water rights and things; so, we've got some experts there that have done a lot of work, and that's been provided to the DNR to show that just because that property was flooded does not mean that PAS Associates has lost their legal rights to that property, and that could be important. Another important detail is that this is an expansion of the existing mine: We're not changing processing techniques or equipment, we're not changing run rates, hours of operation, staffing, barge capacity, the annual trips; all of that stuff is being maintained, it'll be similar to what it is now, but we're expanding an existing operation. If we get into land use a little bit and why that's important, there are rules for mining in the Mississippi River Critical Corridor Areas: New mining is not allowed, expansion or moving of an existing mine is, and so this expansion is compatible with these guidelines, so that's an important point I wanted to cover.

Kind of the star of our show here is the floating dredge; it was commissioned in 1997, and it was the largest piece of equipment of its kind at the time. It's got two 13 cubic yard plant shell buckets that can mine up to 200 feet in the water. It's electrically powered and it's got environmentally-friendly hydraulic oil systems on it, so it's similar to a vegetable oil; so, in the event that we would have something rupture, it's environmentally friendly that way. It floats on pontoons and uses a series of floating conveyors to get the material back to land, and it moves with winches on the corner of each ear that are anchored back on the shore. So, the point I want to make here is this is not self-powered; there are not big tanks of diesel fuel on here or lots of petroleum products. It is a very cool piece of equipment and runs on electricity with environmentally-friendly hydraulic fluid in it.

This is the backwaters area, and so our project is to just take this floating dredge here, put it out in the backwaters, and proceed to mine this material out here for the next 20-to-25 years. There was some concern from the TAC when we proposed the project about blending the inland lake water with the river water; basically, what I'm trying to show here is these black lines would be piles. So, there's a way we can draft pile, we can mine in with the dredge to a point, move the pile, fill in behind it, and then walk the dredge out, so we're not blending two waters. Again, I confirmed with the TAC that we have a solution here to avoid doing that. So, that's how we would get the dredge out there.

We're going to talk about these particular features of the backwaters throughout this presentation, so I want to make sure we understand what they are. We've got barrier berms, so we're putting berms in place to close off the backwaters area from current; so, we're going to fill in where the Army Corps islands are not there, so we're going to fill those in so there are barrier berms there. We've got a conveyor corridor, which runs down here, and then you can see these shoot into the different phases; so as the dredge moves to progress through these phases, there's nothing magical about this line or that line, but it's just generally phases. We will continue to make a land-to-water connection in these conveyor corridors as we move out the progress with the project. We're going to move the dredge through this area that I showed you, but then this is going to be a winter slip area; so, when

we're done mining at the end of the fall, we're going to put that dredge back in that slip and then do maintenance on it in the winter to get it ready to go, and then we bring it out in the spring. So, those are features of the project area.

Washington County Commissioner Karla Bigham said so, maybe I'm just confused; you're going to dredge from where to fill that in, originally? Maybe I just spaced that out or you didn't say; Tom replied I think I'm going to answer your question here shortly. If I don't, I'll come back to it.

Tom said so, we're going to move the dredge out here, and we're going to start mining for sand and gravel for construction materials. If any of you are fortunate enough to come out and take a look at that thing while it's running, you understand we have a lot of excess sand in the mining process. So, that excess sand in Phase 1 is proposed to be put back in the lake, and we do this for reclamation and mitigation in the inland lake there. We have to establish a hole to get started, and then as we progress through the project, we will put that excess sand behind it and continue to move through the phases of the mining. When we end at the end, as I said before, excess sand is put behind us for filling in shoreland areas for mitigation and reclamation, to utilize boats and things. When we end, we're going to have on average 100-foot water body there, and I'm trying to work with the Army Corps here that are in great need of places to put dredge spoils; this would be a very beneficial use and a good synergy there. So, we'll have to get there when we get there, but that's something we're looking at, so. Does that answer your question?

Commissioner Bigham replied yeah, is the Army Corps going to cooperate with you doing that, do you think? Or is that what you're waiting on?

Tom replied right, so there's a State process and there's a Federal process; we're in the State process. Right now, we're trying to just identify what's out there, identify what we're impacting, then we're going to go to permitting, and we're going to have to see how we can work that out. We're outside the navigational channel, so the navigational channel, I maybe should have mentioned that, is out here. This is the Army Corps' jurisdiction, you need this opening to keep commerce going, right? And we're in this backwaters area, which has legal ownership by PAS Associates.

Commissioner Bigham asked do you have a Plan B if they say no, or not really? Tom replied this is Plan A, B, and C.

Council Member Garza said thank you, the presentation's been great. I have a question, and I'm just piggybacking off of Commissioner Bigham; when you do take the excess sand that you'll be filling in that barrier, once you make it to the end, that's going to go away so that the flow will continue again, or is that going to create a new?

Mayor Bailey said they're not interrupting the flow; Council Member Garza said well, the barriers would, to keep it from going through.

Tom said the barrier berms will be there when we finish the project; I suspect that's something we'll have to talk about as we get further down the road, whether we want to leave those or whether we want to take them back out. And there may be some mitigation reasons or different reasons why we wanted to or not, but that's something we have to figure out down the road.

Council Member Garza said and that was my question because of the Army Corps already putting those islands there, there was a purpose that they didn't connect them all, so I just wondered how that.

Tom said yes, and I'm going to get into it a little bit. We did some very cool models to show the effect of what we're doing out there, so in a little bit I'll share that with you, and then there might be a few questions on that as well.

Council Member Khambata asked what happens with the dredge when you get to the other end?

Tom replied operationally, every winter we're going to walk it back to the slip here and do maintenance on it, so we walk it back to the slip there and we decommission it there and we take it apart.

Council Member Khambata asked will this be the final phase of mining in this region for you, for sand and gravel? Tom replied yes.

Mayor Bailey said quick question for you, and maybe you're going to answer it, but I've heard different stories; what you're basically saying is when you do the back channel mining, you're going to create this 100-foot hole, if

you will, on the back channel. The Army Corps of Engineers wants to dredge the main channel again, so at this point, they are trying to say that they want to put that material into the interior lake, is that correct? Tom replied correct. Mayor Bailey said and what you're proposing is, instead of putting it in the interior lake, they could dump it in where you guys are going to be taking a lot of this product out. Tom replied yes, it's a great place to do that work.

Council Member Thiede asked so is it really just 20-25 years? I mean, I've been on the Council for 13 and Planning Commission for another 5, and all the times I've listened to it, it's been 20-to-25-years; and it feels like it's just a continuation in terms of looking for other ways to use those connections to the water and the river and so forth.

Tom replied so, my next slide is partial turnback of the island is possible, so I don't know if this exactly answers the question, but this is our projected best guess on drilling more record of what's out there and our annual sales. You know, the economy can go great here, the economy can crash, but this is a legitimate best guess as to what's out there. Holcim's aware, for PAS Associates or the City or the County, it's important that parts of this island start to be developed and start to be utilized. Holcim does not own the property, so it's not up to us, it's not our plans, but we will support this however we can to facilitate partial turnback of things. Our intent is to not hold this entire area in control for the backwaters process. So, again, we don't have a say in that, but we're more than willing to work with all the parties involved to try and facilitate that.

Council Member Garza asked what does the topography, so to turn it back to an island to be usable; how does that, what does that look like? Is it going to be all sand flatland, are you going to make it green again, are you putting trees back? Like, what does that do?

Tom replied reclamation obligations are going to be to basically smooth out the elevation so we have stable slopes, and we're going to have to topsoil, seed things so those plants take root so we don't have erosion problems. So, it's going to be a flat, seeded area, and then whatever development plans come, they're going to end up carving it up and shaping it how it needs to be for that development.

Council Member Garza asked, realistically, what does that look like as far as timeline? So, if you have this land that is ready to be reclaimed, what do we envision, 2 years, 5 years? How long will it take to reclaim that land?

Tom replied well, we've probably got 5 years of mining still to go before we're out of reserve on the inland area. So, for that foreseeable future, I think we're going to have our operations pretty much running as they are now, but as we wind down on the inland lake, there's no plan, it obviously will be ready to go so there's no disruption out in the backwaters. So, it's something we can be working ahead of ourselves here and getting this reclamation done so that when we're done mining, reclamation is ready and things can proceed.

Ken Brittain said I'm curious, you mentioned with getting a barge out into the backwaters and protecting that and not mixing the river water with the lake water; what is the water quality difference between the river and the lake?

Tom replied it's not a concern of mine, but it was a concern of the TAC members. We're going to go through and explain very vivid details of a lot of the ecological enzymes that are out in the backwaters area there. I'm not entirely sure where that or what that concern found, but it was expressed, and so we have a solution there to deal with that.

Tom said the Proposed Project has been described, we got the Background in, so now we're going to dive into the Draft EIS. Stantec did a good job describing why we need to do this, but I will tell you just a brief history: We started this process in the mid-2000s, we were up to the point of having a Draft EIS, but then we had TAC mention all these things that we're going to talk about here. We did not release it for public review, as the economy went down, and we decided not to continue forward with it. So, now we've restarted this process again; you're going to see some references to studies that were done in 2008, 2010, and that's the reason why, because we started those studies back then. We've updated them to the present conditions, but that's the history and why you'll see some of that as we move forward. Also, I won't spend any time here because Stantec did a pretty good job of explaining where we're at in the process of the Draft EIS. Our TAC here, as Holcim staff, is to investigate potential alternatives for the Proposed Project; we need to identify and provide detailed information on the extent of all potentially

significant environmental impacts for a project, and we need to identify methods to reduce or mitigate any adverse environmental impacts to the project. So, that's what our job is and that's what I'm going to walk you through, on how we've done that. The backwaters project is a complex project, and you will see that shortly on why that is; there are multiple stakeholders involved, and we've decided to go the route of get the EIS done, identify all the important environmental things that are out there, and then move to the permitting phase and get serious about how we're doing the mitigation and things like that. Stantec kind of touched on it here, this is not meant to approve or deny a project, but it's information to guide permitting. So, we're nowhere near going out there and mining the backwaters yet, but this is a big step to take in the process.

Again, I'll mention the project life is 20-to-25 years. When we walk the dredge out here on day one, we don't impact this entire area; so, it's by phase and by as we go, and we can mitigate behind us as we're proceeding. So, when you're looking at these impacts, it's not all at once; just remember that as we go through.

This is kind of a by the numbers of Holcim's efforts on this EIS to date; the small numbers are on the lefthand side and you go to the big numbers on the right. We've been working on this for almost four years, it officially started in March 2021. We've had 10 meetings with Holcim, the DNR, and the Army Corps; we've had 62 biweekly meetings between Holcim and Cottage Grove staff. We've had 18 staff meetings, Stantec talked about these; there's a laundry list of interested parties and agencies and associations that were involved in these. These were meetings where we threw out all these ideas, and they provided feedback, concerns, questions, and comments. We took that information and worked it back into our document. We've had 76 large subject matter experts working on this in 33 disciplines. I don't have the number for Stantec, but you guys have kind of peer reviewed all of this stuff, so a lot of experts at Stantec check our work and make sure everything makes sense there. We're at a document that's over 500 pages at this point, so that's kind of the high level where we're at.

We're going to dive into alternatives analysis for the project in question. Potential mining locations need to meet a lot of criteria: Quality is number one, there's a great loss to the State where the quality of the aggregate there will not meet the construction investigation for concrete. Quantity has to be there, you have to have enough to be economically viable to mine it. It has to be undeveloped land, you can't mine for sand and gravel near a shopping center or housing developments. We want to be away from dense populations. We want to be close to the end-user market. We need properties that's not tied up in AG Preserve or other agricultural programs.

Back in 2000, the Minnesota Geological Survey in conjunction with the University of Minnesota and the Metropolitan Council did a study on the inventory of the seven-county metro aggregate; the prediction in 2000 was that we would be running out in 2028. We're not going to run out in 2028, but these materials are getting more scarce in the marketplace; so, even back in 2000, we recognized that this is going to be an issue for the cities so we're looking for sources all the time.

Another kind of interesting tidbit about the backwaters is the unique shape of the reserve. When we're mining aggregate, we're looking for quality. So, just very basic math on this, if you've got a 200-foot deep amount of deposits in the backwaters, that's 200 acres; in order to get that similar reserve in the public sites, Dakota County, for example, the mining space is around 40 feet, you'd need 1,000 acres to make up for that 200 acres in the backwaters. So, that's something we have to consider as we're searching for alternates. If we're going to do an alternate in the backwaters, we need a lot of property.

As we're looking at alternatives, we've already talked about the trucking if we don't go to barges, so that's something else we considered.

So, we have a long list of alternatives on the left side. These alternatives came from TAC meetings and suggestions from members, why don't you do this or what about that or could you do this? So, we put them down, and we have a very robust screening process, which is a 75-page appendix to the EIS that runs through and filters all of these things down to basically four alternatives and our full project over here. We've got the rationale in there for why we liked one more and one we didn't. We'll cover what those alternatives are now:

- A) No Action Alternative: That would be to not do anything and mine for the next five years until the Nelson Mine would run out, and we'd rely on the market to fill the gap. This does not meet the purposeful needs of the project.
- B) Backwaters Project: The proposed action.
- C) Baldwin Lake: Alternative Mississippi River site, it's 1-1/4 miles up the river, to drill that area as there's a mineable aggregate reserve there. We believe there would be similar legal ownership and use similar

mining methods and would use similar reclamation there; so, it's very similar to the proposed Backwaters Project. The disturbance acreage there is about 232 acres, so that's one alternative we carried forward.

- D) Reduced Footprint: A modified version of Alternative B, the full Backwaters Project, a reduced scale. We're trying to find areas that we get the best bang for our buck, in terms of eliminating environmental impacts without eliminating or losing a lot of aggregate reserves. It will reduce the mining area by 30 acres; the other scale we're balancing here is you can hack this project back as far as you want, but at some point there's not enough aggregate there to be economically viable.
- E) Upland Alternative-Coats Sites: This is a site away from the river, and this is a pretty cool deal with the rate of approach to find what we could potentially mine. It's a GIS exercise and we started with the ten-county metro, and we overlaid the DNR's Aggregate Potential Map. Then we removed urban areas and public lands, then we removed sites under 120 acres, which would be the bare minimum. Then we limited distances at 20 miles as we supply the three remnant plants that use these materials; they're the customers for these projects, so we need to get that material out there. Then we removed the areas by residential housing, golf courses, wetlands, etc. As we tightened the net on what's available, we ended up with shapes that we call Coats Sites, there's a Coats polygon in Dakota County; this purple outline is basically a site, it's 949 acres, so it's a big piece of land. Some information about that: DNR areas of aggregate potential are not guaranteed; they're based on well logs, there may or may not be aggregate there, you don't know until you drill it. That area is encumbered by intermittent streams, and this is a spiderweb down here of hazardous liquid pipeline, that's a killer for an aggregate project because you can't mine that area. It's in three jurisdictions, the City of Rosemount, the Town of Hope, and Vermillion Township, which currently has a mining moratorium in place; 12 residents, 29 structures, 2 commercial buildings, 27 parcels, 18 landowners. It doesn't meet purpose and need for the projects; we're not using the barge system like the existing mine uses to do this. The other thing about this upland site is it's not presently owned by Holcim and it's not reasonably available to these changes. There are EQB rules and guidelines on this that suggest we didn't have to check it, but it was important for us to put this in here and we took a look at it.

Council Member Garza asked with that Reduced Footprint option, I see that you're still needing to bring the dredge through, so is that still going to be a pretty good impact there?

Tom replied this is a caveat of the reduced scope; thank you, I was going to talk about that. So, we still have to take the dredge out through here, we're not going to try to mine in this area, but we are going to have to make a temporary transfer channel. The dredge draft is 10-to-12 feet, and we've got to dig this out so we can safely pull it through here because this is very shallow water. Again, we're going to start mining, and then that would get filled back in, and we believe we can do that in a very short period of time, so it's a temporary impact. Then, rather than continuing to use that and slipping here, we move our slip area to the other side here, and this is where we'd park the dredge in the winter to do maintenance. So, in the EIS we go into very great detail, the impacts of what we're not doing here, what we're doing here, and how that all shakes out.

There were no other questions, so Tom stated we'll dive into the EIS. Chapter 4 is your meat and potatoes of our EIS; we have 202 pages of information in there, and it is very technical, very detailed, but it is needed. Chapter 5 is your Cliff notes, so there's a big table in here that lists out all the alternatives and compares each impact category across the alternatives; he went on to explain in detail how the Chapter 5 table works.

If you look at what we've covered so far, we've briefly touched on land coverage and land use with the MRCCA, we just hit groundwater and air quality, transportation and traffic I think we've covered pretty well. So, the big-ticket items I think are the ones in yellow here, these are the ones that people are going to pick up the phone and call or ask questions about or be concerned about. These are also the areas that we've had this long list of very qualified people with lots of experience work very hard to get to those details on what the effects would be; so, we're going to focus on these, and we're going to walk through each one:

Surface Water: We're proposing to build a berm in the backwaters area, and we're going to dig a 200-foot deep hole; so, we need to worry about flood elevations and impacts, sediment transport was brought up in TAC meetings, head-cutting potential was a big one in TAC meetings, and underground float stability is another thing we had to worry about. So, how we did this: It's called a Headrest 2E Hydraulic Model, that's all I know about it, it's

very data driven. We did it originally in 2010, we updated it in 2023; it's massive data sets with cloud computing, and I've been told these simulations take several weeks to jump through because there's so much data in there. So, we took data from the United States Geological Service, we took input from TAC members, we took input from Stantec and their professionals, and all the concerns that were had we put this in the Sediment Transport Model, we simulate flood events, and what comes out of this elaborate model is it shows what our effects of the project are on the river. So, we'll start here, this is actually the river, your island is here, this is what the simulation outputs look like. The DNR has a no-rise tolerance in the river, 0 feet; our model indicates a maximum of .02 feet, which is a quarter-inch increase in the 100-year flood level. We believe no structures would be impacted by this, but nonetheless, we could mitigate this probably by widening the main channel or doing some other things with the vicinity. We need to work that out with the Army Corps and the DNR during permitting. Alternately, I'm told we could do a letter of mass change, and that would be another way to go about it. So, that was the first thing that the model told us. Again, there was concern about how building these barrier berms was going to affect flow of the river. The modeling determined that there would be 4-1/2 feet of erosion depth in the main channel, kind of up here, at the start of the project area. When flood events happened, obviously, finer sediment was deposited in our backwaters area, and we would mine through that and it shouldn't be an issue. The modeling predicted no risk of head cutting; head cutting is like very aggressive scouring of the channel, that was a concern, but multiple iterations of the model showed that that wasn't a big concern. Float Stability: If you look at this graphic here, your sand and gravel are the yellow, you've got these clay layers. When we mine, we want stable bank floats 3:1, 4:1 underwater, and there's a concern that maybe this clay could make things unstable. So, there's been recommendations that if we are going to proceed with this, we need to do some more testing to determine the engineering properties of that clay. Realistically, I think this is pretty much business as usual for us, we're mining similar topography now and we haven't had to deal with that, but that was another outcome of that.

Wetlands: We're worried about wetland resources, assessing what's there, and mitigation as far as wetlands go. Our approach here is that Barb did a desktop review of agency data, then they went out to the field and used that data to form their data in the field; so, we've got a very-detailed report that's been submitted. In fact, an evaluation panel walked the area and had boats on the river, and there were a few agencies involved with that experience. The result of this work was presented at TAC, to all these agencies here. We've also had several meetings with the DNR and Army Corps to discuss potential mitigation strategies on this. The wetland delineation is a 67-page report; we had two ecologists spend three days in August, 2021 to walk the area. This work was using means and methods approved by the Army Corps and the Washington Conservation District and the DNR, so we made sure we had them in the loop when we went out there. We did some of this on foot and some of this in kayaks, and all the areas were GPS of the exact location, pictures taken, soil tested, and basically the wetlands classified. I did not know this before I started this project, there is more than one kind of wetland: We have fresh wet metal, a very small percentage out there; shallow, open water is a large portion of it; something called bluff-line forest; shallow marshes; and deep marshes. So, all of that information got put into very detailed GIS maps to know exactly what is out there, and we've got a total of 296 acres of wetlands; we're not planning on impacting all of it, but we've done the legwork there to know what we have out there. One acre of wetland requires a 2:1 ratio of mitigation, so we're looking at 179 acres of potential impact for the project, so we would need 360 to get credit. Any mitigation we propose and want to do is going to have to be approved by the Army Corps and the DNR and the Washington Conservation District. We're proposing doing some mitigation on the lower island, in the inland lake; we've got some concepts there that can mitigate a lot of that area we're going to impact. We could do other projects, too. I'm curious if there is some opportunity for habitat movement at the Cottage Grove park. So, there are some creative solutions there if we need it, and we've got the opportunity to do a lot of good things and hope to counteract the impacts we have in the backwaters.

Examination of Hazardous Materials and Wastes: So, if we're going to go mine the backwaters, we need to worry about sediment sampling, sediment movement, and PFAS. I want to do an important clarification before we get into this: The proposed project, mining sand and gravel with a clamshell dredge, does not create PFAS, PCPs, PAHs, and we'll talk about those in a minute for metal. These materials are already existing, either naturally or have been deposited there, we're not producing them as we mine. Also, I want to clarify the proposed project is not anticipated to impact groundwater quality. Water's flowing towards the river, not from the river towards groundwater, so there shouldn't be any impact to groundwater quality. The proposed project wants to reuse

materials dredged from the river; this is nothing new, the Army Corps exports a million plus cubic yards of dredged material out of Pool 2 annually to put that material on land. Regulations for dredged materials are based on a concentration of pollutants, not just the mere presence of them; so, we rely on Soil Reference Values (SRV) and there's a residential limit and there's a commercial limit, and that's what we use to gauge what the beneficial use of the dredged material can be.

So, if we look at what we've done, we sampled in 1998, we sampled in 2009, and then we sampled again in 2021. I'm going to focus on the 2021 sampling because that gives the latest and greatest list of tasks that the MPCA recommends. We were analyzing drain sizes, metals, you can see they're listed, polychlorinated biphenyls, those are found in electrical transformers and fluorescent lights and things, phosphorus, nitrates, organic carbons, and polycyclic aromatic hydrocarbons from runoff from asphalt pavement sealants. This is what a sample looks like, as it's pulled out. The range size distribution was very positive, and you'll see sandy, sandy silt, silty sand, and sand with silts, and we want sand; sand is bigger particles, the finer clays and silts are what hold onto those contaminants. So, we're happy with the particle size there. Of the 16 results, we had 2 samples for cadmium and chromium exceeding the residential SRV, and we had two samples for PAH exceeding the residential SRV. No samples exceeded the industrial commercial SRV out there. So, we've got a very good idea of what we've got in that way.

The MPCA has sampled in the river, and we reviewed all the 12 samples within 1 mile of the proposed project: 2 PFAS were identified, they also had PFCA, both were below the residential and recreational SRVs. So, we've done our homework out there to figure out what we have and what the levels are. Again, back to our important clarification: The mining process is not producing these materials, they're already there. We rely on SRVs, we had a few samples over residential, we had no samples over commercial values.

Planning Commissioner Ken Brittain said so, you mentioned you did have samples that had some of these values in it, and then you're talking about industrial vs. residential. Are you talking about the sand and gravel, what you're going to do with that, or are you talking about sediment that you're moving out of the way?

Tom replied we're talking about dredge materials we're moving out of the way. Once we get into the sand and gravel, those materials don't harbor those contaminants; they're below the value and the drain size is large enough where they're not there.

Commissioner Brittain said so these sediments that you move out of the way, is that something that's going to be generated through the entire 25 years or just at the beginning?

Tom replied it's only the surface of the deposit, the very top, basically it's the bottom, but riverbed, basically; so, we'll have to see. You know, we're going to do this in phases, and there's no way we would strip the entire area at one time. So, each year, we would go ahead and do that in stepwise processes, test it, figure out what we have, and then figure out what we can do to manage this.

Commissioner Brittain said so, you end up with this sediment, and then you do periodic testing, and testing based on some schedule to determine oh, this stuff can go here, this stuff can go there, so that you can appropriately dispose of it or use it.

Tom replied use it, yes. Commissioner Brittain said okay.

Council Member Khambata said so you're basically mimicking the dredging process that the Army Corps already does. Tom replied yes, to some degree.

Council Member Khambata said so, I think maybe on a larger scale than their like annual output; like they're disturbing the riverbed when they're moving material. What guidelines or mitigation techniques are required? Because that riverbed is, you know that stuff has accumulated over a matter of decades, and when you're stirring it up, you know, like it's either going to go downriver, or how do you contain that sediment and keep it from causing more contamination? Because now you've got all this concentrated sediment over a matter of decades, and now you're kind of like stirring it back up in the water; how do you mitigate that or how does the Army Corps mitigate that? Because obviously they are running a similar type of operation, and that seems to be allowable, so I guess I'm just curious what the protocol is.

Tom replied I'm not familiar with what the Army Corps, what their means and methods are, but I know it's been something we've talked about. We've got barrier berms up to limit flow from currents in the area, and we've

talked about silt curtains and other things even while we're operating, to make sure that we're keeping this sediment contained in the area that we're operating in. So, we're going to have to use that practice in that way to contain that. Council Member Khambata said okay, thank you, that was my only question.

Wildlife: Tom said all right, so we'll switch gears to wildlife. So, specifically here we're talking about birds, butterflies, and bats, and then we'll go into the aquatic wildlife in a second. This process starts with a database query to the State, they've got a tool and a database query. For the Federal, they've got an NHIS database. If we query these things, they will tell you what species of concern or species, threatened and endangered, are coming within 1 mile of the proposed project. We also did field habitat surveys for bumblebees and migratory waterbirds, and I'll talk about those in a second.

These are the listed animals in the area: The Northern Long-eared Bat has got a Federal status, the Rusty Patched Bumblebee has got a Federal status. The Bald Eagle is protected under the Migratory Bird Treaty Act. We've got a Loggerhead Shrike and a Henslow Sparrow; those are birds that have a State status. So, these are the things that we queried to within 1 mile of the Project Area.

As far as our surveys go, we did a survey in 2021, no Rusty Patched Bumblebees were found. There was suitable habitat for bees and that was identified. We did bird surveys in 1997 and 2009 in the backwaters area, and the purpose was to document what migratory birds were using the area. We identified 40 species using the area, and it's primarily a stopover site, they're not nesting there, and you can see the list of those down there; so, we have a very good, thorough understanding of what birds are using that area.

Habitat Avoidance is a big deal with these species here; this is nothing new, we're mining in other areas around the State and we're currently using these practices. Long-eared Bats: You want to avoid impacting trees and removing trees in a certain period of time, when they're doing their upbringing, that's a practice we're doing now. Rusty Patched Bumblebees: You want to avoid construction disturbances during certain times and we can do that to avoid impacting the bees, and replacing disturbed areas with flowering species is another habitat benefit. Bald Eagles: We'll be conducting surveys for nests prior to disturbing new areas. Henslow Sparrow and the Loggerhead Shrike: We want to avoid disturbances during the breeding and nesting seasons, and we want to do some surveys and make sure there's nothing there before we start. Again, these are things we're doing now in other areas, so nothing new for us as miners.

Aquatic Biota: This is my favorite section, we did some really cool stuff here, and it's important to share with you. Mussels is one that we did a lot of work on, so we did a Level 1 Mussel Survey, generating an 81-page report. We had 11 divers spend 10 days in the backwaters area in the fall of 2021. This survey was carefully coordinated with the DNR and the U.S. Fish and Wildlife Service; they had their input on how this should be done. They divided the backwaters area into half-acre cells, and they searched each one for 20 minutes. They observed mussels and tried to feel for them and see what was there. Whenever they found something, they'd take it out and catalog it and put it back; they can keep it out of the water for five minutes or less to do that. This is what the survey area divers did in the backwaters area, I can't imagine diving in that area. From their findings from this grid, then they came back and made this map; this shows the frequency that mussels were found and it's got a key on here for which mussel species they found. The important point is that they used this map, then, to inform themselves for the Level 2 Mussel Survey, which also generates a large report, again coordinated with the agencies. We had six divers out there for 13 days in September and October. This is kind of a fine-toothed comb approach; rather than going over the whole area, they focused on specific special areas and some randomly-chosen areas and really in great detail fine-tooth combed the area, looking for mussel species. This is what that grid looked like there. Here's what they found: You can see the Level 1 Survey found roughly 5,900 live mussels with 22 species. The Level 2 found 489 live mussels with 14 species. They found a single State-endangered Higgins Eye, they found a State-endangered Rock Pocketbook, they found State-endangered Pistolgrip, and there's a Fawnsfoot. So, these are species of interest that they were finding out there. Permitting is going to require taking permits for relocation; we definitely know where to find the experts to relocate these things, we've had them out there searching for these things for quite some time, they're very proficient. Again, we would move these things in small batches as we went, we won't do the entire area until they could repopulate; so, every spring we would move whatever needs to move for our needs for that mining season, and these could go in mitigation areas or other areas as would pertain to the area.

Fish: In 2023, we had three staff members spend four days in May sampling the backwaters for fish. Careful coordination with the DNR on how we did these surveys. Live Nets and Gill Nets were used, as well as electrofishing. We were trying to do these samples in a very narrow window of I think it was 10 degrees Celsius, we wanted to be like between 5 and 15 degrees Celsius water temperature as that's when they feel the spawning happens with the fish. So, we've got a lot of balls in the air to hit that window of temperature; coincidentally, that window of temperature happens a lot of times when flooding happens. So, in 2023, we had less than productive sampling, we only got one done and then the river was flooding and it was unsafe to be out there, it was too fast a current, so we threw in the towel in 2023. We came back in 2024, three staff spent 18 days out there, coordinated again with the DNR, used the same techniques, and we got very good results there; flood waters and currents all behaved for us. This is a graph of what we did: The blue areas are electrofishing, and then we've got Gill Nets and Live Nets were out here. I'm sure the DNR had a say in where we put those, strategically, to sample what we sampled. In 2023, we had 580 fish with 31 species; in 2024, we had 3,600 some individual fish with 44 species. No Federal or State-endangered fish species were found in the backwaters. We will need to mitigate for lost habitat. These guys here are electrofishing, so that's how that operation works, and they did that in the backwaters as well, cataloged and photographed everything to get it back in the water.

Aquatic Plants: In 2021, we had two staff spend eight days in August and September sampling the area. The survey was coordinated with the DNR again. Staff: We used experts with DNR approval to go out there and do this. They do meandering surveys back there and they did some stuff on the water and on the land. No Federally-endangered species were found, but two State-endangered species were found out there, the waterhissop and the Hooded Arrowhead were found out in the backwaters area. Per law, you can't take or import or transport or sell these things; permitting is going to require taking permits from the DNR and hopefully during mitigation we can be populating species with these plants as we go.

Cultural Resources: We worry about three types: Archaeological, Historical Architectural, and Traditional Cultural properties. The work that we did again was a very in-depth literature and records search at the State Historic Preservation Office, Office of the State Archaeologist, and we had done some earlier surveys out there so they reviewed that data in a very detailed light. I won't go through each of these meetings, but the point of this slide is to show that when we started the project in 2008, since 2010 we had a lot of coordination meetings to try to keep people in the loop on what we're doing and keep the agencies and the tribes in the loop. When we fired the project back up in 2022, we had a lot of meetings again, to make sure we're coordinating and communicating. Our Archaeological work looks like this: In 2008, we did two studies in the upland areas; these are walking surveys, and we did numerous shovel tests. In 2010, we went back out in a big study area, and this is where we tested the backwaters corner water area; we did 43 sediment samples there, 48 shovel tests in the upland areas, and no historic artifacts were recovered from the backwaters area. So, this is what a shovel test looks like; you dig a hole, prescribed depth and diameter over where its in, and you look for artifacts. They did 75 of these in one test and 55 in another, they phased them out. Archaeological studies are where you find material remaining from past human life. There are 11 archaeological sites within one mile of the project area, and 2 of the 11 sites are in the project area, within an area called the Schilling Archaeological District. All resources can and will be avoided for the project. If you look here, this is what's been usual for us as well, we're mining the inland lake here and we're avoiding these cultural resources and making sure we're respecting them and not disturbing them. As far as architectural resources go, there are 17 within one mile of the project area; he showed a picture of one of them close to the project area. We can avoid these as well, so it shouldn't be an issue. Traditional cultural properties are locations with significance to a community. We are going to continue, as we will through permitting here, with constant communication, making sure we're out in front of this and talking to the right people and the right agencies to make sure that we're respecting what's out there and taking care of it. So, that's going to be a communication issue as we move forward.

Conclusion

Tom stated we talked about construction aggregate, its critical role in quality of life in Minnesota. The proposed backwater has been operating in harmony with Cottage Grove for 40 years, we've been running that place since the 1950s. This facility is unique with its barging capabilities, it's economically and environmentally friendly using this way to move the materials up to the urban core of the Twin Cities where they're used. For a variety of reasons we discussed, alternate sites for mining are not reasonably available to be obtained, it's difficult to find sites for

that. I hope it's been apparent through the presentation that we've incorporated a substantial amount of feedback from the TAC agencies into this document, as it is now in its draft form. I hope it was apparent that we've assembled a detailed, thorough, thoughtful examination of what's out there in that project area and what potential impacts are there that we're bringing back to our project by the numbers.

Mayor Bailey asked Council if there were any questions.

Council Member Garza thanked Tom, it was really good, a lot of great information, and I learned a lot from this presentation, so thank you. My question is, and maybe I missed it and maybe that's TAC, but did we talk to the neighbors?

Tom replied PAS Associates owns a lot of that property down there. We do have other neighbors, somewhere in here we had a church here, and they were invited to TAC meetings; they're the closest neighbor that we would have.

Council Member Garza asked and so how do the neighbors feel about this?

Tom replied I don't recall having a whole lot of feedback from the neighbors. We're operating the dredge down there now 24/7, and we don't get noise complaints. If you were out there and toured the dredge, it would be quiet, its got downcast lighting out there, backwaters would be similar. I don't anticipate having a lot of complaints with that, just based on how it's been today.

Council Member Thiede said just out of curiosity, obviously you're trying to get most of that material up to the St. Paul distribution site, which is obviously located right by the cement plant there and by the rail switching and so forth. Some of those inner ponds and so forth there, did anybody check those? Could you have actually dredged any of those spots? Tom asked inland? Council Member Thiede asked do you know where I'm talking about?

Mayor Bailey asked are you talking about the true backwaters?

Council Member Thiede said, well, I'm talking about, it's along the river, but even when you're driving on Highway 61 and 10 and so forth, by the rail switching, there's a pond, all along that area there's little inlet type deals that aren't in the primary flow of the river.

Tom replied yes, we did not investigate those. The project needs are what we utilize, we want to use our existing facility, use our existing barges; there would be an impasse up there as well. We don't have a drilling record for it, we definitely don't own it, so maybe that's something that could be investigated, but it wasn't looked at for this draft EIS.

Council Member Thiede said I would think that ultimately something still along the river like that would be more desirable, like Coats, on the inland as an investigation of alternative sites.

Council Member Khambata said I touched on it when I went down and toured the facility, but could you just kind of give a broader explanation of the geological activity that caused these deposits to be where they are?

Tom replied yeah, I'm not a geologist, but this would be a stretch, but glaciation is the mechanism by which these things are deposited in a space. I think there's a theory there that the hard rock quarry was kind of the waterfall and all these sand and gravel fields came off that and were deposited down there in the backwaters area and that became the island there. It happened a long time ago, as part of the glaciers.

Mayor Bailey said I mean I know what the next step is, but just putting a bow on all of this, what's the next step? You're going to request us to release it for public comment, I'm assuming is what the next step is at this point?

Tom replied yes, we've got a public meeting in December. Mayor Bailey asked the first meeting in December or the second?

Director Schmitz replied the public meeting, yes, but the next step is the request will come before the Council to allow us to publish in the EQB. The public will be able to comment on that for 30 days, and so it would come to Council at the second meeting in December.

Mayor Bailey said I have a question maybe for our staff, so through all of this, as we all know, we've got Holcim that's trying to do what they're going to do whether it's on the island or in the backwaters. Then we've got the Army Corps of Engineers, I'm assuming, saying they want to come in and they want to dredge on the channel, and

they pose the sentiment that they're taking off in the channel. What is their timeframe, when are they looking at doing that? Do we know?

Administrator Levitt replied at this time, the Corps has not been in contact with us, and obviously engaging with the underlying land pro forma, but I don't think there's a desire by the Corps to take those form of deposits onto the inland. I think there's a good reason, right? Because you saw it in those sediment samples, the different heavy metals and PAHs that you're seeing, and those are all toxic to bring into that inland lake area that currently probably does not have those. So, and it wouldn't be desirable for that because if you think about it as a residential use, potentially in the future, you want to be able to meet that residential criteria for the actual quality of the soil. So, my guess is the Army Corps of Engineers is probably not desiring of that. So, that's why I think, as the Applicant has mentioned, that 100-foot depth of the Pool and keeping it within the Pool to maintain the body of the Mississippi is probably a better use for that vs. potentially contaminating an area that has not had any of those materials deposited.

Mayor Bailey said so a quick question, you said that there was and to be clear, I think you said it was through TAC, that in order to get the dredge out from the inner lake out to the channel, that you'd basically, because you didn't want to mix the water between the inland lake vs. the backwaters, correct?

Tom replied that's what the concern was, yes.

Mayor Bailey said the reason I'm asking this, I find this ironic, I'm just going to say it, that the Army Corps of Engineers are saying well, we'd like to take the sediment that's out in the channel and drop it in a lake, which another group on here is saying well, we don't want to contaminate the lake. But yet the Army Corps of Engineers is trying to, I'd assume eminent domain if it comes to that, it doesn't make any sense to me, I guess is what I'm trying to say. If they're telling you on one hand and I think it's great to have the lake be separate from the channel and to do the barriers like you're saying. But I'm just saying I think it's bizarre that on one hand, there's an agency saying don't mix the river with the inner lake, but yet they're willing to. I don't know if they have to go through the same process; my assumption is no and I just find that frankly ridiculous. I agree and I know the partners back here that own the property don't care for it to be in the lake either, and I don't think we as a City do either. I just find it ironic that they're saying that they would prefer to do that vs. keeping it within a Pool in the event that this process would move forward.

Administrator Levitt said the City brought that concern forward to the Army Corps and the DNR. Obviously, if you've been on that inland lake, it's like a pristine lake, you can almost see to the depth of 50 feet, and it doesn't have any of the contamination of the actual river. So, our concern is to try to keep any sediment that may be contaminated out of that area, and that's so we don't have any restrictions for future use of the area.

Mayor Bailey asked Administrator Levitt if we need to receive this report to make it official?

Administrator Levitt replied at this point, you would just receive the information, and the actual DEIS will be at your Council table. Mayor Bailey confirmed with Administrator Levitt that there was no motion needed tonight.

Mayor Bailey thanked Tom for the presentation; it was very detailed and very impressive, especially to see the early pictures when that all wasn't underwater at one point, until the dam was built.

Council Member Garza said the historical pictures of the Medicine Village, I thought that was really neat. Thank you for your time.

5. ADJOURNMENT

Motion by Council Member Thiede, second by Council Member Garza, to adjourn the meeting at 7:31 p.m.

Motion carried: 4-0.

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



City Council Action Request

7.B.

Meeting Date	12/18/2024		
Department	Parks and Recreation		
Agenda Category	Action Item		
Title	Parks, Recreation and Natural Resources Commission Minutes (9-9-2024)		
Staff Recommendation	Approve the September 9, 2024, Parks, Recreation and Natural Resources Regular Commission meeting minutes.		
Budget Implication			
Attachments	<table border="1"><tr><td>1.</td><td>9.9.24 Minutes</td></tr></table>	1.	9.9.24 Minutes
1.	9.9.24 Minutes		



Minutes

City of Cottage Grove

Parks, Recreation and Natural Resources Commission Meeting

September 9, 2024

Pursuant to due call and notice thereof, a Cottage Grove Parks, Recreation and Natural Resources Commission Meeting was held on September 9, 2024.

I. CALL TO ORDER & READING OF MISSION

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

II. Roll Call

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

Members Absent:

Others Present: Zac Dockter Parks & Recreation Director, Jim Fohrman Parks Supervisor, Monique Garza-City Council Liaison

III. Approval of Agenda

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

IV. Approval of Minutes

A Motion to approve minutes from May 13th, 2024. Motion made by Commissioner Gustafson & Seconded by Commissioner Glasford. Minutes approved.

V. Open Forum- None

VI. Presentations

a. Preserve. Play. Prosper. Plan

- i. Based on community feedback the city is proposing to invest \$36 million to upgrade and enhance Hamlet Park, create a new park along the river at Mississippi Dunes Park, & transform River Oaks to a recreation destination for all ages. Hamlet Park is proposed to receive \$17 million to upgrade playground equipment, construct a new recreation building, install a splash pad and many more upgrades. Mississippi Dunes Park is proposed to receive \$13 million to restore and preserve natural habitat, recreational access

to the river, construct and enhance existing trails, and many more nature inspired upgrades. River Oaks Golf Course & Event Center is proposed to receive \$6 million to upgrade the facility to a year-round multi-use recreation facility. All projects must stand on their own merit on the November ballot. A half-percent sales tax would be applied to all taxable sales in Cottage Grove (including online sales). This will result in approximately 31.3% or \$11.3 million of the tax being paid by non-residents, and estimating each Cottage Grove resident will pay on average \$22.99 a year. Commissioner Crabtree asked if the sales tax applies to food trucks or Strawberry Fest vendors. Zac did not have an answer at this time & will look into it.

VII. Action Items

a. Mississippi Dunes Park Master Plan Review

- i. Zac presented the master plan after the Commission reviewed it back in April or May provided feedback. Consultants have addressed and edited concerns and suggestions made by the Commission and added a building concept design plan. Looking for one more review and approval. Commissioner Larson asked if the reflecting pool is a play feature or visual design. Zac stated that the reflecting pool is not meant for play, but it is more a focal point. Zac added the splash pad included in the plan is not as “splashy” as it doesn’t hold a large amount of water for a long period of time. Commissioner Larson also asked if the picnic shelter between the two playgrounds would be a reservable space. Zac stated that it has not been decided whether it will be reservable or open to the public. Commissioner Olson wanted to revisit the reflecting pool and the flow/quality of water. Zac stated that there is a creek bed that collects rain, but there also is an alternative method for distributing water. Commissioner Olson expressed concern about how the water quality would be in the future. Zac stated that there are many options for keeping clean water (pellets, water turn over) but reminded the Commission that it still in fact standing water. A motion was made by Commissioner Brown to approve the Mississippi Dunes Master Plan. Commissioner Glasford seconded. Motion carried.

b. Denzer Park Master Plan

- i. Site location will be near 105th Street to better serve the west side of town that is currently being developed. The land is currently being rough graded, and utilities are being installed. The park will be a simple neighborhood park, with some trails, a playground, an elevated picnic shelter (6ft to 8ft elevation), tetherball courts, & a

half sport court. Looking for feedback on design. Commissioner Brown asked if there is going to be a portable restroom. Zac stated that typically if a park does not have an athletic facility/program we don't install restrooms, however if we find a need we would install one. Commissioner Crabtree asked if the trails would connect to Mississippi Dunes Park. Zac stated the purple trail on the map provided is a sidewalk that runs through the housing development. Ultimately it leads to 100th Street and East to Ideal where there will be additional housing. In the current state there is not a way to connect a trail to Mississippi Dunes. Commissioner Larson asked if there is going to be any additional parking. Zac stated there is room for on street parking (approximately 28 stalls) that does not impede on traffic. A motion was made by Commissioner Brown to approve the Denzer Park Master Plan. Commissioner Crabtree seconded. Motion carried.

c. Pine Tree Pond Park Master Plan

- i. With the construction of the water treatment plant located near Central Fire, it has produced funds that can be used only at that location, to help develop park & recreational amenities. Stantec just completed the first draft of the master plan. This concept plan includes upgrades to the archery range and adding a boardwalk to the south end of the pond. The existing playground will stay as is, with the exception of the addition of a park shelter as well as a 5–6-hole novice disk golf course. The plan also includes adding paved trails and additional parking. Looking towards the fire station, we are proposing at a hero themed playground and a picnic shelter. Additionally, there is a design we are considering for an outdoor adult fitness station. Commissioner Brown recalled that when the surrounding area had been surveyed about what they would like, she believed that residents were looking for things geared more towards teens vs a cute little fire truck playground. She asked if we had a better idea of what the neighborhood would like to see with this playground, or would the fire department have an input or a need for an outdoor exercise area? Zac stated that we can reach out to neighborhood when we get closer to the design of the facility. Zac also stated that the previous survey did show residents wanted to see amenities geared towards teens. Commissioner Glasford inquired about the current usage of the outdoor exercise area (located at Kingston). Zac stated that he has seen some use, but not a lot, though it is hard to gauge usage.

Commissioner Olson questioned the master plan itself, as he said it doesn't resemble a true master plan, that it is missing details, descriptions and explanations. Zac stated that there are many levels of master planning and since the park is already in place and we are just doing some straightforward additions/alterations, we are not spending a lot of focus on a "master plan". Looking to see if the Commission thinks that we have the right elements and are heading in the right direction. Commissioner Crabtree liked the design, especially the boardwalk & disc golf course. She did question parking and access to the upper park. Zac stated that right now the anticipation is to use the parking lot at Central Fire. Commissioner Brown expressed concern regarding safety when crossing 80th street for those who like to utilize the path from Pine Tree Valley to Pine Tree Pond. Zac advised the Commission that traffic engineers are not comfortable putting a crosswalk at the fire station as it is a safety concern with visibility with traffic and pedestrians. This is a topic that has been brought up many times over the years and will be readdressed again. A motion was made by Commissioner Olson to approve the Pine Tree Pond Park Master plan. Commissioner S. Waterman seconded. Motioned carried.

d. 2025-2029 Capital Improvement Plan

- i. Zac presented CIP for investments that are over \$15,000 and a life expectancy of 5 years or more. This summary Included description of funding such as Park Improvement Fund, Park Trust Fund, and Public Landscape Initiatives. Zac wanted to remind the Commission that this is not the official CIP, but a summary for the Parks Projects & funding. The 2025-2029 CIP will be presented to City Council in October. Commissioner Brown asked about funding regarding the local option sales tax and if it does not pass do we have a "Plan B" for funding these projects. Zac stated that if it does not pass City Council will spend 2025 reviewing and preparing for the 2026 CIP as there are still aspects of these projects that we would want to allocate funds for since we already have the land & parks. Commissioner Larson asked about Oltman Middle School Park and if that is a city owned park or owned by the district. Zac stated the property itself is owned by the school district, however across from the roundabout off Goodview there is an open space that is city owned space to develop. Commissioner Crabtree

motioned to approve the proposed five-year CIP. Commissioner Olson seconded. Motioned carried.

e. 2025-2027 Commission Workplan

- i. The Commission discussed the order should be amended to 5,1,4,3,2 moving from top to bottom. Commissioner Crabtree motioned to approve the workplan with amendments. Commissioner Olson Seconded. Motion carried.

VIII. Presentation of Information-None

IX. Action Updates

a. Community Garden

- i. The first season of the community garden has been a great success, 39 out of 40 beds were rented, planted, and harvested.

b. CG Trailway Corridor Grants

- i. We have removed trees/buckthorn and killed off existing vegetation so we can prepare for next year when plant prairie seeds. We do anticipate a prescribed burn to be completed in the next 2 to 3 weeks. We will do tree editing this winter so we can expand on the prairie area, specifically removing black locust trees & other invasive species.

c. Oltman/Mississippi Dunes Park Grants

- i. We have a \$350,000 grant from the MN DNR for the Oltman Park. Site work will start next year, and an athletic complex will be completed in 2026 and playable in 2027. We were also just awarded another \$350,000 grant from the MN DNR for Mississippi Dunes Park. This is the maximum amount of grant money that can be awarded, & receiving two in one year is a huge success.

d. Pine Coulee RC Track

- i. We have no updates from the RC Track group.

e. Playground Installations

- i. Installations were completed at Nina's, Granada, and West Draw Park

f. Kingston Park Building

- i. Council has decided they want to do site power upgrades next year (power down the main parking lot). Upgrades to the new building would start in 2026.

X. Donation and Acknowledgements

a. Memorial benches

- i. Benches installed at Highlands Park

b. Olson Memorial Trail Sign

- i. Sign and rock garden has been installed

c. Hamlet Little Free Library

- i. VanMeter donated a little free library that has been installed

XI. Staff Reports & Educational Materials

XII. Commission Comments

- a. Commissioner Brown has received questions regarding trash can access near Grey Cloud Elementary School & Kingston Park, specifically along the trailway between 75th Street & Indian Boulevard. Residents would like one replaced along this stretch of path. Zac referred to Jim Fohrman. Jim stated he would have to look into this. Currently we have 16 trash cans throughout the park and the trail. Some of the cans have deteriorated and had to be removed and may have not been replaced. We have approximately 280 trash cans throughout the community. Mondays we typically run between 1,500 and 2,500 pounds of trash and another 1,000 pounds on Thursdays. So, it is apparent there is a high usage of the receptacles.
- b. Commissioner Olson asked for an update on the Parks Discretionary Fund. The Commission has the authority from the Park Improvement Fund to match up to \$2,500 per project proposal up to \$10,000 annually. Currently we have not had any proposals this year. Commissioner Olson asked specifically about the bike park and Zac stated that project has been put on hold, as is the RC track.
- c. Commissioner Larson asked about significant damage from the August storm. Zac stated by the end of the week we have estimated approximately 900 hours of overtime worked for the event, not to mention the 1,300 regular hours worked. We have received 120 hours of overtime and 500 hours of regular hours from external staff (Burnsville, West St. Paul, Eagan, & Washington County) through a mutual aide pact. There is still a lot of work to be completed. In terms of Parks, the damage was solely to trees, many trees. There were a few fences damaged but nothing substantial.

XIII. Council Comments-None

XIV. Adjournment- Motioned by Commissioner Crabtree.

Seconded by Commissioner Olson. Meeting Adjourned at 7:28pm.



City Council Action Request

7.C.

Meeting Date	12/18/2024		
Department	Administration		
Agenda Category	Action Item		
Title	Economic Development Authority Regular Meeting Minutes (2024-11-12)		
Staff Recommendation	Approve the November 12, 2024, Economic Development Authority Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>11-12-2024 EDA Meeting Minutes</td></tr></table>	1.	11-12-2024 EDA Meeting Minutes
1.	11-12-2024 EDA Meeting Minutes		



MINUTES

November 12, 2024

CITY OF COTTAGE GROVE ECONOMIC DEVELOPMENT AUTHORITY (EDA) MEETING

12800 Ravine Parkway South
Cottage Grove, MN 55016

Pursuant to due call and notice thereof, a meeting of the Economic Development Authority was held on the 12th day of November, 2024, at 7:30 a.m.

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

EDA President Bailey asked everyone to please stand and join in reciting the Pledge of Allegiance.

3. ROLL CALL

Economic Development Director Gretchen Larson called the roll: EDA President Bailey-Here; EDA Vice President Olsen-Absent; EDA Member Carey-Absent; EDA Member Jean-Baptiste-Here; EDA Member Myers-Here; EDA Member Scott-Here; EDA Member Tschida-Here.

Members Absent: EDA Vice President Olsen
EDA Member Carey

Staff Present: Jennifer Levitt, City Administrator
Gretchen Larson, Economic Development Director
Brenda Malinowski, Finance Director
Crystal Raleigh, Assistant City Engineer
Genevieve Tester, Graduate Engineer

Others Present: Sarah Erickson, Economic Development Coordinator, Minnesota Chamber of Commerce, Grow Minnesota! Program
Laurie Levine, President and C.E.O., Cottage Grove Area Chamber of Commerce
Sean O'Neil, Director of Economic Development and Research, Minnesota Chamber of Commerce, Grow Minnesota! Program

4. APPROVAL OF MINUTES

A. Approve the September 10, 2024 EDA Meeting Minutes.

EDA Member Scott made a motion to approve the September 10, 2024 EDA Meeting Minutes. Motion was seconded by EDA Member Tschida. Motion passed unanimously (5-to-0 vote).

5. PRESENTATIONS

A. Beige Book Reports and Development Updates

Director Larson gave the Beige Book report for October: Employment: Increased slightly since the last report. Most workers surveyed reported a decrease in the ability to find jobs that met their skill set. Prices: Increased overall, but the prices charged to customers has still not been adjusted. Consumer Spending: Was flat. Construction Activity: Declined. Commercial Real Estate: Vacancies remained flat. Office Market Sector: Is still soft. Retail Vacancies: Improved. Residential Real Estate: Sales improved. Manufacturing Activity: Decreased again. Natural Resource Conditions: Stable. Oil and Natural Gas Exploration: Remained unchanged. Minority and Women-Owned Businesses: Reported lower sales, and profits continued to decline since the last report.

Cottage Grove Construction Updates: Trellis (Bluestem) Senior Complex: Installation of the exhaust fans and exhaust ductwork on the first floor has begun, and the plumbing rough-in inspection has passed. Second-floor framing has passed inspection, and installation of the HVAC ductwork is complete. Installation of the gypcrete has started on the second floor and is complete on the third and fourth floors. Installation of the exterior finishes are about 70% complete. Low Zone Water Treatment Plant (10875 Ideal Avenue): Installation of the process piping in the lower level continues for the next few months. Painting has started on the precast walls in the pre-treat area. Excavation continues at the west stormwater pond. Utility Building (10875 Ideal Avenue): Finish painting continues for the interior offices, mechanical rooms, and storage areas. The installation of the irrigation is complete, and the installation of landscaping has started. Director Larson stated she'd be happy to answer any questions on any of those projects, but none were asked.

B. Business Retention and Expansion Updates

Director Larson stated I'll just remind everybody that on September 6, we mailed out the survey with an October 14 deadline; we received 50 completed surveys, approximately a 19% participation rate, which is good. We also encouraged folks to complete the survey by giving them a chance to win a gift certificate to River Oaks for an after-hours party; the winner of that was Tradehome Shoes, and they've been notified. So, the completed survey is done and we did it in partnership with the Chamber and Grow Minnesota! Sarah Erickson with Grow Minnesota! is here to present the final report to all of you, and then staff and the team from the Chamber will be happy to answer any questions that you have.

Sarah Erickson thanked Gretchen and the EDA for having me today, it's really an honor. She stated I'm the Economic Development Coordinator at the Minnesota Chamber of Commerce. My colleague, Sean O'Neil, and I work on the Grow Minnesota! program, so that's the Economic Development wing of the Chamber. We started out fundamentally as a partnership between local Chambers of Commerce and then to work with Business Retention and Expansion, so that works in two primary ways: Meeting with businesses to collect insights and data to help them grow, and then also connecting them with resources and program to help them thrive and stay in Minnesota. Over time, we've grown to add in some of the City staff; we found that the public-private partnership can be some of the most effective solutions at actually addressing issues the businesses are facing. So, I've had the pleasure of working with Laurie and Gretchen throughout the process.

I'm going to go through the results. I'm going to quickly talk through some local economic data, just to set the scene, Our key questions for the report were:

- How many expansion projects are occurring?
- What's better needed to support local businesses?
- What factors are affecting outcomes?

We primarily are relying on the survey that we did, but then we also did pull some government data from State and Federal levels. We also relied on some conversations they had had with local businesses and then a statewide survey that we did back in April.

Largely, the economic data out of Cottage Grove is positive: The total employment has nearly doubled, and in the past five years alone, Cottage Grove has added nearly 1,300 jobs. We're watching that continue as we go into 2024, so this is looking at the past 1.5 years, and you have added almost 900 jobs during that time; it's a really solid growth, and you have even recovered from the post-pandemic time and more.

Looking at where that job growth is coming from, it has been really driven by the Manufacturing during this time. Wholesale Trade, Health Care is following a little bit farther behind, as are some of those Finance professional services. Notably, Retail Trade and Educational Services has seen some significant declines, but this period does also include the pandemic so it's likely some of that affect is still in there. Part of that growth has been business growth; so, in that same five-year period almost 1,300 jobs and 125 new businesses were added.

Going along with new businesses is unemployment: This is a really tight labor market in Cottage Grove. So, you're seeing that 3.1% for the unemployment rate, and notably, that's historically low for Cottage Grove, but it's low in general. Compared to the State, it's fairly low, and then it's almost a point lower than the national average; so, when you hear somebody talking on the news about a tight labor market, think that Cottage Grove is a dramatically harder market. So, that's just something to note.

Diving into the report, Gretchen mentioned it was open for a little over a month. We had 50 responses, 48 complete responses, as two people said they preferred an in-person survey but then did not provide proper contact information so we couldn't follow up. For people who actually clicked on the link, it was 82%, so you saw the 19% and then the 82%, so it's getting people to click on that link. All of the respondents had a physical presence in Cottage Grove and most also were headquartered in the State; there were a few folks who were headquartered in other places but it was largely Minnesota.

We also saw a nice distribution of industry, with at least 12 different industries. There was a pretty big population of the “Don’t Know/Left Blank,” and that’s not incredibly uncommon as folks don’t always know their NAICS Industry Codes. So, I think there is some room for diving into some of the industries that were perhaps underrepresented and seeing what’s going on there, but I am happy that we saw 12 different lines where we saw some of the key industries represented in the survey.

Now I’m looking at the business size: So, 78% were small businesses and 12% had no other employees than the owner, and that’s pretty standard from what we’re seeing. The thing that I think shocked us the most was the lack in the 50-to-499 range; there were some that we were expecting to see in there. Based off their responses and reading through them, it looks like some of the ones that we expected to see have sites or facilities in other states and cities, and they counted that towards their employee count, pushing them into a higher bracket. I think that’s something that would be worth kind of going back and targeting some of those midsize businesses because they are really significant employers in the area, so I think that’s kind of a point of future research.

So, looking at the answers, we’re seeing it’s pretty stable with moderate optimism, so the current performance has been pretty strong; there are a few folks who are reporting declines, but it’s pretty stable. There are a few people that are also in their first year so didn’t have a comparison; I think when we look on the other side, we’re seeing optimism for the next year, so most are predicting moderate growth or stability and a few are expecting declines. People tend to be a little optimistic, but I think that when we look at the workforce, we also see that optimism carrying through; if people are reporting that their staffing levels are planning to stay relatively stable or a modest increase, we’re seeing that optimism and stability in the businesses that we want to see.

Looking at the all-important workforce availability question, we asked it kind of in two different ways: Are you having difficulty finding employees? And I was actually a little surprised to see how large the “No” population is, but there were still 13 that said “Yes,” but that was a slight shift that we’re seeing. Interestingly, with the availability, 60% said it’s about the same, 6 saying easier, 6 saying harder, but largely it’s about the same; it is important to take caution because this is a small sample size. I think that interaction between those two is pretty interesting as you’re starting to see it’s still a hard labor market, but they’re having less difficulty finding employees. It might imply they’re starting to adapt and are able to change and find strategies to find the workers that they need.

So, as they’re finding workers, they’re keeping stable, they’re planning some growth; what do those future plans look like? We’ve kind of got a mix of what they’re looking at for future plans: Either they have concrete plans for an expansion, they bought a building, they’re building it out or thinking about it. There are some other folks that if the opportunity arose, they said that they would be interested in it or they’re looking at what that financial situation would look like. So, we wanted to dive into this a little bit more and understand what those future plans do look like if they have them. I think this was something I was really happy to see, that the two most common responses were increase our staffing levels in Minnesota and conduct a capital investment project in Minnesota, that those were the top of the list. It was really positive, and I also want to draw your attention to the bottom, close the business and reduce our workforce were the bottom two; zero said reduce our workforce, which is very positive. The three above it are all outside of Minnesota, so we’re seeing that the businesses are really continuing to prioritize their facilities in Minnesota and their expansions and investment in Minnesota. So, we’re seeing a strength and a tie to the community there, which we like. Notably, there’s a note on there about “None of the Above,” and that likely refers to folks that are just kind of doing the status quo, they aren’t doing a large investment, they aren’t closing, they’re maintaining where they’re at. There could be a few others in there, but that’s kind of what we’re trying to get at.

We asked a little bit more about what some of their investments and expansions have looked like. Most have not made any major expansions recently, 12 did, and when we look at the responses of the 12 that did, you can see really strong community ties. The most common response was, “It’s where I live,” and I think that’s something that’s easy to underscore, but it is really important; folks are very happy in Cottage Grove, and that’s what we’re seeing in the report. There are community ties, their spouses work here, and then also the Twin Cities Metro is a really strong growth market still for a lot of businesses, there’s kind of the dual piece, keeping and drawing people here.

Looking at some of the Notable Investments here, there were six for the past five years, and it’s really driven by Manufacturing, which is fairly common; it’s a high-expense industry, it creates a lot of jobs generally, but we’re seeing that they’re willing to invest a significant amount, and they are able to find the workers because most of these are final numbers, but a few are still projected.

Diving in to what’s causing these expansions, what’s preventing these expansions, the two biggest issues are workforce availability and State tax rates. So, that workforce availability is broken down into two pieces: General lack of available workers and lack of high-skilled workers, and when you add those together, you get 11. We’re seeing those State tax rates and the workers really jumping ahead of some of the other issues. I also want to draw your attention to the bottom four, the zeroes: Lack of support/assistance from local or State officials; Lack of community amenities; Lack of access to support infrastructure; Lack of available childcare in the community. I think those are really strong to see at zero, but those aren’t issues the people are having. I would say I have one caveat to the childcare one is that we asked available, not affordable, and we also surveyed a lot of business owners and leaders, who may not have the same childcare issues as some of their employees; so that would probably be worth digging into a little bit more going forward. Some of the others zeroes are really positive to see. And then, obviously, the “None of the Above” is

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21, so we're kind of looking at that a little more. We asked a follow-up question that was a short answer that went along with this to see what their greatest barriers are, and largely it's overarching trends: Workforce-Is still an issue, we're still seeing competition and wages have put a lot of pressure on a lot of businesses. Economic Conditions-Inflation and interest rates have hit hard, prices have increased, costs of insurance have gone up, and the cost of borrowing has gone up. Industry Trends-If it's a seasonal business or it's driven by weather, there's going to be things that affect it.

They are still navigating some location based and regional issues: Marketing and Foot Traffic-We saw that a few times; that's more typical in your retail businesses. We saw Old Cottage Grove mentioned a few times in here, so that's really something to consider. Location Availability-Finding a space to have your business, whether it's a prebuilt building or available plot of land. Local Issues-Road Construction is always going to be an issue, especially in Minnesota, but I think that's true everywhere. Public Transportation was an interesting one that you see on the list. Energy Reliability. State Issues-Tax Rate. Customers leaving the State and kind of going to the southern area.

One thing I really want to highlight is Cottage Grove is not alone in these trends, so the left column is the Cottage Grove top five most common answers; the middle is the Statewide survey of businesses we did in April; the right column is from the same Statewide survey where we talked to economic developers and City staff, like Gretchen, and they're seeing the same things around the State. So, it's just kind of important to know that while Cottage Grove is seeing these headwinds, so is the rest of the State.

Diving in, what we looked at in that report, we found: Economic Conditions-The inflation and the interest rates are just really hard for people to deal with; doing these large capital investments normally does mean borrowing and that cost has just skyrocketed. Policy Environment-Has created a really particularly interesting dynamic, so, the large public investments (CHIPS, IRA) in infrastructure and some of the more advanced manufacturing has created a really big spike in project leads, especially large project leads; however, some of the State tax rates and mandated programs are decreasing some of our competitiveness on those projects. Workforce-As always, workforce is a really strong competitive advantage for Minnesota, but also Cottage Grove. When we look at some of the workforce numbers in the projects that happened, we're seeing that those are really highly-skilled workers, and there's a lot of them and businesses are comfortable making investments for those workers. We can see such a strength in the workforce, even if it's hard to find those skilled workers. Sites and Properties-Site availability is a really growing issue that we started to see more and more. There are very few sites available, as we're in a metro, it's a pretty built-out area already, and very few of those sites are considered shovel ready. Also, the high cost of inflation and interest rates have decreased the number of Spec buildings that have happened over the past few years, so there are fewer buildings available in general. As I mentioned with some of those large public investments, the demands for utility, energy, water, wastewater, sewage have really increased over the past few years. So, we're seeing a changing environment there.

I want to end it back with the City Services. We finished up the survey by asking people to rate their experience with City Services, 1 to 5, got 0 ones, which is really good to see. And, overall, people are very positive about their experiences, so the lowest-rated ones with an average of 3.8 were Transportation, Planning, Zoning, and Permitting. Wastewater, Water, and Sewage had a 4.2, kind of right in the middle. And then the highest were Police and Fire, which are to be expected.

But overall when we look at this and then kind of the whole report, we see a really strong business community in Cottage Grove; there's strong workforce, there's a strong labor force, so we're really excited I think to see what Cottage Grove can do. There are certainly some headwinds, and that's not to be dismissed, but they're not headwinds that Cottage Grove is facing alone. I think a proactive approach to economic development and these issues will get us past that.

So, I really appreciate you listening to me today and taking the opportunity. If you have any questions, I'll be happy to answer them.

EDA President Bailey said well, first of all, thank you for supporting this Laurie, with the Chamber being a part of this, too. It's some great information. Before I ask any questions, does the EDA have any questions or thoughts that you'd like to add? No one spoke.

EDA President Bailey said I guess a couple things kind of stuck out to me: One is I know with the Chamber, we had been talking, being on the Chamber Board as a guest member, but there had been a lot of talk about the need for childcare. And I know you alluded to the fact that maybe some of the people that were answering the questions might be more of the executives that don't have the childcare issue. It is interesting on the economic advisor side they rated it very high, but yet for us it's like to the bottom and then the others in Minnesota were not as high. I know you said we should maybe look into that a little bit further; publicly, there's been a lot of talk about the need for that. In the future, would you think commenting about affordable, as you mentioned, might be the better way to assess childcare as a need on this reporting?

Sarah replied I think affordable is probably the better way to approach it. I think when you look at some of the childcare costs that we're seeing, it's almost equivalent to a fulltime job; so, that's not affordable for most people. So, looking, using maybe the Average Median Income (AMI) and comparing that to what a reasonable childcare rate would be. If we can determine what that reasonable childcare price would be based off the AMI, we can kind of look to see maybe there are spots of childcare available in the City, but what is the cost of that and does that make sense for the community pricing? How could we affect those costs and how can

we help support childcare businesses? It's a hard industry to be in, that kind of also affects it. So, I do think the affordable approach would be a really interesting one, and making sure we're talking to and serving the right people on that. So, that's kind of what I alluded to is they're probably not the right people to ask about child care, they're going to be probably in their 40s or 50s, and they don't have young children that they're caring for, and childcare costs have skyrocketed. So, if we kind of, I believe Laurie, you're looking into this a little bit more, so taking that approach, looking at the affordable childcare based off the AMI, understanding how that interacts, and then how we can support more businesses at that level.

EDA President Bailey said then, for our staff, two items that I thought were interesting: One is kind of on this graph, even though it's not as bad as maybe I thought it would be, and that has to do with Transportation; you know, kind of a twofold approach, we've heard a little bit from our Business Park the need for I'll call it a circulator of some sort for getting people into the businesses. The second, of course, and I know we're working on 100th Street as a project, but just general access. So, frankly, I was kind of surprised that Transportation rated as high, and I know it's more than just the Business Park, so I'm kind of honing in on the Business Park area. What are your thoughts, Jennifer, or staff on that?

City Administrator Jennifer Levitt replied well, members of the EDA, I think your point is well taken, as I think we've heard the need for a circulator in our Business Park to be able to get people from the Park and Ride into the Business Park, but we also know the Park and Ride times of the busing are not desirable. Council heard a presentation back in October from Metro Transit, and they'll be launching some different routes into Cottage Grove, but that's not until like 2026-2027; and, so, I think there is this unfortunate gap that we have in transportation in the Business Park. Mayor, I know you're working with the County Commissioner as well, trying to get that local bus circulator is really important to be able to provide transportation to those jobs. I think when you look at transportation and affordable childcare, I think those are two things that are probably going to be limiting and making finding those employees difficult. You saw some of that in the slides, and so, I think those are probably the two biggest hurdles we have to figure out how to overcome in our community.

EDA President Bailey said my last question or comment, which I thought was interesting, and it showed up on this report was reliable electricity. You may not be aware, but we've been having some challenges in our community with random power outages for a variety of different reasons that are not necessarily related to weather. So, the fact that the businesses are making comments about that, I think for us, knowing that we have an opportunity to have the C.E.O. for Xcel to come out for a visit, might be a great opportunity to share that it's not just us saying it, or our citizens saying it, but it's affecting businesses within our community. And the survey results that you gathered is another example where it's not just us saying it, the businesses are telling it through the survey that you guys provided. So, just food for thought on that because that's been a little irritating for many of us; but it is, we've had a lot of challenges locally with the power.

Sarah stated I think it was mentioned because it was in the short response and then a few folks also said energy prices are too high, but I have to imagine they may also be getting at some of the other energy issues.

EDA President Bailey stated I get the energy pricing, but reliable is the key, and there's a challenge with it. They're excited to have all these new businesses and they want all the revenue that's being generated, but they have to provide reliable electricity. On the other hand, we're doing very well on the water, wastewater, sewer, the piece that we handle in Cottage Grove, so that piece we're good at, but it's getting our partners at Xcel to do better on their side of things, so.

EDA Member Tschida stated I'm just wondering how we can do a better job getting more responses; I mean, we have 260 businesses that we sent it to, and we got 50 responses. I mean, hopefully in the future we can expand upon that.

Sarah replied one thing we've talked about for the future is doing a little bit more of a target approach; so, picking a specific group that we really want to hit. Maybe it's those midsize businesses or a certain industry and going out and doing a more proactive kind of pushing them, meeting in person, requesting to fill out the survey. So, we're going to do a little bit more of that groundwork next time and do a really specific outreach to certain industries. I think that will be kind of how we address that going forward to get more specific responses. I will say we were pretty happy with 50, that was our goal was to hit 50 at least, so it gave us a good enough sample size to make some predictions and identify areas for us to go further on in the future.

EDA President Bailey thanked Sarah for presenting and also her partner, who was present; we appreciate the feedback. And, Laurie, thank you for your support with the Chamber on this project, too.

C. RFP for Selection of Internet Providers

Genevieve Tester, Graduate Engineer, introduced herself as the Graduate Engineer. Today I'm going to talk you through the proposal for a Citywide Broadband Program. We've received inquiries from Internet Service Providers (ISPs) looking to install communication lines in our City Right-of-Way across the community. Upon permitting approval, this could mean continual disturbance for residents

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and the City, just having various contractors working all over town in an unorganized and potentially unequitable fashion. We looked upstream and saw an opportunity to more acutely manage our Right-of-Way space; and as a preliminary effort, last Wednesday City Council approved a Hometown Fiber Broadband Aware Program, which is the field work to better understand our fiber needs in the community.

So, what are the City's needs? This could provide our residents with high-speed connection opportunities. This could provide more robust Internet solutions for the Business Park, which currently is lacking. This could provide Internet connectivity to City buildings and infrastructure in a more cohesive and streamlined manner than what currently exists.

So, we researched what other cities across the U.S. are doing with Citywide fiber networks, and we landed on the idea of creating a Request for Proposal for ISPs to create and implement a Citywide fiber network. We'd like to hire the experts, as broadband networking is a highly-specialized industry, and there are local companies that specialize in Citywide fiber networks. We reached out to four broadband specialty companies, we interviewed two, and are proposing to the EDA that we work with Hometown Fiber out of Minnetonka, Minnesota. The hired service could assist the City with the planning stages, the design, and the actual construction and management of the field work. We essentially will have greater control of our Right-of-Way where it's being disturbed and consequentially restored. The Recommendation is on the screen before you, and staff is available for questions.

EDA President Bailey asked if the EDA Members had questions on this particular topic or the purpose behind it.

EDA Member Jean-Baptiste asked so when we chose them, what were like the main criteria, which we valued them on; obviously, price being a factor, but did we look at previous work, safety records, things of that nature?

Genevieve replied I would say the driving factor was their experience, specifically their experience in the local area of Minnesota. They have really great reports of counties and cities that have gone through it and their contact information to reach out to kind of have their almost resume of it all. So, I'd say as soon as we met with Hometown Fiber, in that interview stage, it was kind of a no question sort of thing; it was these people are familiar with the area, they're doing this, as this kind of technological broadband awareness program is happening throughout the country. They're almost leaders in the effort of knowing what's going on, so, like I said, they were kind of leaders in that interview stage.

EDA Member Tschida stated so you had mentioned the Business Park; are there any other areas of town that we're really looking to expand broadband into right now?

Genevieve replied yes, so like I mentioned, last Wednesday the City Council approved this awareness program; so, essentially, currently, right now the Hometown Fiber team is part of that approval, are boots on the ground, looking at every connection fiber point in our City. So, at the end of that, we're going to have a great map of our fiber needs, where we're strong in fiber, where we're not so strong, and we expect that the Business Park is going to have some "red areas." And, so, from there, we can work with Internet Service Providers to say we want you to start here, we want you to start in our Business Park, we want you to start in whatever part of the City, so that's that greater control piece.

EDA President Bailey asked what's kind of the timeframe; so, say we approve this and bring them on board, we get the data and information, so what are we thinking? Is it a year, two years, three years? What's the thought process?

Genevieve said correct me if I'm wrong, so they're out doing their field work now for that broadband Aware Program, and then at the beginning of next year, we're going to hone in on what that RFP looks like and start writing it and drafting it. And then in spring, sending out that RFP, and then from there, I would assume it would kickstart. To get through the whole City will take a few years for sure, but I think it's a sooner rather than later project.

EDA President Bailey said and I'm assuming when all the data comes in, I'll maybe ask you this, Jennifer, will they or you come back to the EDA and share what the data shows, where the "red blobs" are, if you will, or where the fiber is needed?

Administrator Levitt replied absolutely, because I think one of the key things we have is to understand where the voids are; as the commissioner mentioned, the question is where should our target areas be? Because right now, we know there are residential neighborhoods that are lacking, and with a lot of people working from home, that is definitely a need that's in our community and growing. I think there are some voids within our retail market that probably need to be shored up as well and then our Business Park. So, I think once we get our field work done, actually mapping out where those voids are, it'd be important for us to then be able to prioritize; and I could see the EDA being part of that prioritization with the company, so we'd want to bring that data back, analyze it with you, make sure we're kind of going in the same direction you see as our priority areas, and then be able to work with that end user and that provider as we enter into a contract with them for the actual installation. As Genevieve mentioned, I would anticipate probably like Q3 of 2025 we'd probably start to see some of that installation. EDA President Bailey said okay, thank you.

EDA President Bailey asked if there were any other questions, and none were asked. He asked if someone would make the motion.

Recommendation: By motion, Approve Professional Services Agreement with Hometown Fiber to create and issue an RFP for the selection of Internet Service Providers to assist with development of a Citywide Broadband Program in an amount not to exceed \$19,772.00.

EDA Member Tschida made a motion to Approve Professional Services Agreement with Hometown Fiber to create and issue an RFP for the selection of Internet Service Providers to assist with development of a Citywide Broadband Program in an amount not to exceed \$19,772.00. Motion was seconded by EDA Member Jean-Baptiste. Motion passed unanimously (5-to-0 vote).

D. Property Appraisal

Director Larson stated so all of you know that we've been actively trying to bring another hotel to the City since the HVS Hotel Study was done in December 2022. We know there's interest from hoteliers to be in the City as well. So, in order to continue to move that project forward, we do have the opportunity to do an appraisal, if you agree, on 9430 East Point Douglas Road South. For those of you who probably don't remember, that's the Ross property, right adjacent to the 73-acre Shoppes property, and of course Walmart is next door. Mr. Ross unfortunately passed away a bit ago, and Mrs. Ross now wants to downsize; so, obviously, the opportunity to sell her property for a Mixed-Use potential site is intriguing to her, and she, as the property owner, has granted us permission to do the appraisal if you so approve it. We had two quotes: BRKW Real Estate Valuation, and their quote was \$3,200; and the Patchin Messner Valuation Counselors was \$4,000. There is a recommendation before you.

EDA President Bailey said before we move forward here, maybe I don't know if you want to do this or Jennifer, what the EDA has done in the past. I know what we're doing here and kind of thinking here, but do you want to talk about what the EDA has done in the past when it comes to purchasing properties for development.

Administrator Levitt stated the City has a long history of acquisition of properties: There was the old transmission shop on East Point Douglas Road, and we actually did the environmental cleanup effort to be able to make that marketable, to other parcels on the West Point Douglas side of things where there were single-family homes that are now guided for retail or mixed use. We continue to make those acquisitions to make development possible. One opportunity we see on this site is it could fit a hotel, and it could go as a standalone project; utilities have been extended to the property and the actual infrastructure roadway is already there. So, regardless if the 73-acre parcel moves forward, the EDA would have an option to potentially use this property as a marketing strategy to attract a hotel to the site if we have ownership of it. At this point, we would be interested in that appraisal to see if it's an offer that we can financially afford and then see if that would work kind of in our long-range gameplan of trying to secure a hotel for our community. I will also say the Convention and Visitors Bureau hired a company called Chandlerthinks out of Nashville, Tennessee, who is doing our Strategic Planning efforts related to the hospitality industry in Cottage Grove. It is showing a very significant demand for a hotel, so if we did acquire the property and then go out for proposals for a hotel, we think there'd be a very strong market, and we would have a lot of supporting data to support that effort. We think right now, I would say maybe the stars are all aligning maybe for us to bring a hotel; obviously, it has very good visibility to Highway 61 and it has that connectivity to retail, which is also important. So, at this point, this seems like our strongest possibility of being able to kind of have control and help thrust that market forward for a hotel here in Cottage Grove.

EDA President Bailey asked if the commissioners had any questions on the request for the appraisal.

EDA Member Jean-Baptiste said obviously you don't need to provide any specifics, but have we been in touch with any sort of developer that has shown some interest in potentially developing a hotel within Cottage Grove?

Administrator Levitt replied that is a great question. Once our hotel study had been done and completed, it showed a very favorable response for about a 90+ unit hotel. We have been in contact with them, so once we have the appraisal of the land, know what kind of valuation we're looking at, we'd be able to return to those same developers who were interested. As you will talk to any hotel person, they will indicate the land price is the most critical component. As I understand it, the first three years are very challenging in the hotel industry because of its vacancy rate. As you start to build your customer base, those first three years on their proforma are very hard to achieve; so, for them, the only way to make up those losses in the first three years is through a more-reduced or subsidized land sale price. So, that's most likely the way we would have to look at this is entertaining that, to be able to attract that hotel to our community.

EDA President Bailey said maybe I'll just interject a little bit on that, too. We're not just, to be clear, we're not looking at like a Motel 6 or something like that, we're talking about a business class hotel; because we are hearing that from our business partners, even next door here at the HERO Center, all of those people that are coming to use that facility or visit our Business Park, they're all

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staying in Woodbury. And even when we have tournaments and things in town, we have one hotel, but the fact of the matter is if you're going to a tournament, you want a hotel with a pool and a meeting room or something to have fun in with your group. The only hotel we have right now that really has that is Country Inn & Suites, and they're pretty much booked all the time now. So, that's the idea behind this is to try to bring that more business-class hotel in, that will be helpful to that.

As there were no further questions from the commissioners, EDA President Bailey asked who would like to make the motion.

Recommendation: By motion, Authorize the appraisal of 9430 East Point Douglas Road South by BRKW Real Estate Valuation Services for a total cost of \$3,200.

EDA Member Myers made a motion to Authorize the appraisal of 9430 East Point Douglas Road South by BKRW Real Estate Valuation Services for a total cost of \$3,200. Motion was seconded by EDA Member Scott. Motion passed unanimously (5-to-0 vote).

6. PUBLIC HEARINGS - None.

7. OTHER BUSINESS - None.

8. WORKSHOP - None.

9. PRESENTATIONS - None.

10. ADJOURNMENT

EDA Member Scott made a motion to adjourn. Motion was seconded by EDA Member Jean-Baptiste. Motion passed unanimously (5-to-0 vote). The meeting was adjourned at 8:42 a.m.

Respectfully submitted,

Gretchen Larson
Economic Development Director

/jag



City Council Action Request

7.D.

Meeting Date	12/18/2024		
Department	Convention and Visitors Bureau		
Agenda Category	Action Item		
Title	CVB Member Appointment		
Staff Recommendation	Appoint Chris Reese to the vacant seat on the Convention and Visitors Bureau Board of Directors.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>CVB Member Appointment</td></tr></table>	1.	CVB Member Appointment
1.	CVB Member Appointment		

TO: City Council

FROM: Justin Olsen, CGCVB Chairman of the Board

DATE: December 10, 2024

RE: Convention and Visitors Bureau Member Appointment

Background/Discussion

The City received a commission application from Chris Reese and I subsequently interviewed him for a vacant position on the CVB Board. Mr. Reese has extensive experience serving on City commissions, with time spent on the Planning Commission and the Economic Development Authority.

Mr. Reese is well-qualified, and I am confident he will demonstrate himself as an asset to our community. I am pleased to recommend him to fill the vacant seat on the CVB with a term ending December 31, 2026.

Recommendation

Appoint Chris Reese to fill the vacant seat on the Convention and Visitors Bureau Board of Directors.



City Council Action Request

7.E.

Meeting Date	12/18/2024				
Department	Administration				
Agenda Category	Action Item				
Title	Designate Newspaper 2025				
Staff Recommendation	Designate the St. Paul Pioneer Press as the City of Cottage Grove's newspaper for official publication in 2025.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Pioneer Press - Legal Bid 2025</td></tr><tr><td>2.</td><td>CG Journal - Legal Bid 2025</td></tr></table>	1.	Pioneer Press - Legal Bid 2025	2.	CG Journal - Legal Bid 2025
1.	Pioneer Press - Legal Bid 2025				
2.	CG Journal - Legal Bid 2025				



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

FROM: Tammy Anderson, City Clerk

DATE: December 18, 2024

RE: Designate Newspaper 2025

Discussion

Each year, the city is required to designate an official newspaper for the publication of ordinances and other legally mandated notices. This ensures transparency and public awareness of city actions.

Legal Requirements for Newspaper Designation

Minnesota Statute § 331A.04 outlines the following priorities for newspaper selection:

- **Local Newspaper:** If one or more qualified newspapers are based within the city limits, one of these must be chosen.
- **Secondary Offices:** If no local newspapers exist, but one or more qualified newspapers maintain secondary offices within the city, one of these must be selected.
- **General Circulation:** If no local or secondary office options are available, a qualified newspaper of general circulation must be chosen.
- **Emergency Designation:** In the absence of an official newspaper or if the current publisher refuses to publish a specific notice, a qualified newspaper of general circulation must be designated.
- **Multiple-County Cities:** Cities spanning multiple counties may designate separate newspapers for each county.
- **No Qualified Newspaper:** If no qualified newspaper exists, publication is not required (Minn. Stat. § 331A.03, subd. 1).

Cottage Grove's Newspaper Selection

Currently, Cottage Grove lacks a newspaper with a primary or secondary office within city limits. After reviewing proposals from two qualified newspapers in neighboring counties, city staff recommends St. Paul Pioneer Press.

Pioneer Press (St. Paul MN)

Print publications full run circulation number - 124,711 (circulation number based on a Sunday electronic and print version of the paper)
Price per column inch - \$7.70 per column inch per publication (\$0.55 per line, there are 14 lines per column inch)

Cottage Grove Journal (Hastings MN)

Publications per week - 1,779
Price per column inch - \$7.20

While the Pioneer Press incurs a slightly higher cost per column inch, it has been our trusted partner since 2020 and offers significant advantages. The Pioneer Press's daily publication schedule allows for rapid dissemination of most legal notices within 24 hours of submission, improving efficiency and public access. The Pioneer Press's broad readership, both print and online, ensures wider public awareness of city notices and publications. Based on these factors, the St. Paul Pioneer Press is the recommendation for the 2025 official newspaper designation.

Recommendation

Designate the St. Paul Pioneer Press as the City of Cottage Grove's newspaper for official publication in 2025.

Attachments

1.	Pioneer Press - Legal Bid 2025
2.	CG Journal - Legal Bid 2025

Tamara Anderson
City of Cottage Grove

Dear Tamara,

Thank you for the opportunity to bid on the public notice publications for City of Cottage Grove.

The Saint Paul Pioneer Press is a Daily Newspaper located in Saint Paul, MN, primarily serving Ramsey, Dakota, and Washington Counties and Western Wisconsin.

Our Legal Publication rates for all notices for 2025 are as follows:

\$7.70 per column inch per publication *(this = \$0.55 per line, there are 14 lines per column inch)

Our circulation number below is for Sunday Full Run, however you can publish a notice any day of the week.

Full Run – 124,711, all notices will be published full run.

DEADLINE TO SUBMIT LEGAL NOTICES:

Deadlines for Liner (text only) ads.	
Publication Day	Deadline to submit materials
Monday	Friday, 4pm
Tuesday	Monday, 12pm
Wednesday	Tuesday, 12pm
Thursday	Wednesday, 12pm
Friday	Thursday, 12pm
Saturday	Friday, 11am
Sunday	Thursday, 4pm

Deadlines for Display ads.	
Notice includes chart, graphics, map, or any special formatting.	
Publication Day	Deadline to submit materials
Monday	Friday, 2pm
Tuesday	Monday, 11am
Wednesday	Tuesday, 11am
Thursday	Wednesday, 11am
Friday	Thursday, 11am
Saturday	Friday, 9am
Sunday	Thursday, 3pm

All legal notices should be emailed to legals@pioneerpress.com after doing so, you'll be sent an email confirming receipt of your information and you'll be contacted shortly. You will be emailed a proof (which includes the cost). An affidavit will be emailed after the notice publishes.

Let me know if you would be considering the Saint Paul Pioneer Press as the official legal newspaper for City of Cottage Grove. Please let me know if you have any questions, we look forward to partnering with you.

Thank you,

True Lee – Advertising
tlee@pioneerpress.com





December 2, 2024

Tammy Anderson
City Clerk
City of Cottage Grove

Good morning!

Thank you for giving the Cottage Grove Journal the opportunity to bid to be the Newspaper of Record for the City of Cottage Grove for 2025. As I have said in previous years when the bid was sent to St. Paul, I believe that having the city Public Notices in a local newspaper is a win-win situation. Our publication will offer far more exposure to alert Cottage Grove citizens of vital notices.

We are a growing newspaper. Having the City of Cottage Grove notices within our pages would certainly help us. For many decades, the city utilized its local newspaper for publishing its notices as is the norm in Minnesota. We work hard for the communities we serve. We have dedicated staff to ensure notice publication runs smoothly, and we certainly bend over backwards to help in the process. We've taken notices from municipalities to within a half hour of press time.

We recognize that utilizing a daily paper means, perhaps, a more flexible publication schedule. **However, the entire purpose of publishing notices is so the public notices!** That's the full intent of the law, and there's no question that alone should be the basis of the city decision. We can think of no other newspaper where the city chooses not to utilize its hometown newspaper for public notice publishing.

Our deadline for Cottage Grove notices would be 5 p.m. Monday for that week's publishing, and with notice, we'd hold that time until Tuesday late morning when necessary. When the city utilized the South Washington County Bulletin for many, many years, it had a deadline of the Thursday the week prior at noon.

Our circulation 1,779 weekly. Our Public Notice rates is \$7.20 per column inch.

We are dedicated to helping and serving Cottage Grove, and we're making inroads toward that goal every week. We are proud members of the Cottage Grove Area Chamber of Commerce. We've helped promote civic and community events. We appreciate the dedication City of Cottage Grove has shown in support of its business community. We're hopeful that you'll show support of the work the Cottage Grove Journal is doing as well. We're excited for this opportunity!

Thank you in advance for considering the Cottage Grove Journal as the 2025 Newspaper of Record for the City of Cottage Grove. It would mean a lot to us to have the city's support in our efforts. If you have any questions, please don't hesitate to call or email. My contact information is below.

John McLoone
Publisher,
Cottage Grove Journal
john@thepaperboy.news



City Council Action Request

7.F.

Meeting Date	12/18/2024				
Department	Administration				
Agenda Category	Action Item				
Title	Business Licenses 2025				
Staff Recommendation	Adopt Resolution 2024-187 authorizing renewal of business licenses for 2025.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Resolution - Business License Renewals - 2024-187</td></tr><tr><td>2.</td><td>Attachment - Approved Businesses 2025 (1)</td></tr></table>	1.	Resolution - Business License Renewals - 2024-187	2.	Attachment - Approved Businesses 2025 (1)
1.	Resolution - Business License Renewals - 2024-187				
2.	Attachment - Approved Businesses 2025 (1)				



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

FROM: Tammy Anderson, City Clerk

DATE: December 18, 2024

RE: Business Licenses 2025

Discussion

The City of Cottage Grove licenses specific business activities on a calendar-year basis. Certain licenses, including those for liquor, tobacco, therapeutic massage businesses, and massage therapists, require City Council approval as outlined in our City Code and/or upon recommendation by the City Attorney. To ensure timely processing and potential City Council approval, an October 15, 2024, deadline was set for renewal applications. This allows staff to conduct necessary verifications and background checks.

The attached resolution includes applications that have been submitted, cleared background checks, and are pending City Council approval. As some applications are still pending or incomplete, additional renewal requests will be forwarded to the City Council as they are received.

Recommendation

Adopt Resolution 2024-187 authorizing renewal of business licenses for 2025.

Attachments

1.	Resolution - Business License Renewals - 2024-187
2.	Attachment - Approved Businesses 2025 (1)

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-187

BUSINESS LICENSE RENEWALS FOR 2025

WHEREAS, the City of Cottage Grove licenses specific business activities on a calendar-year basis and such licenses expire on December 31 and are subject to renewal; and

WHEREAS, certain license types require City Council authorization for issuance as specified by our City Code and/or the recommendation of our City Attorney; and

WHEREAS, the businesses listed in Attachment A have submitted license renewal applications; and

WHEREAS, the applications have been reviewed and the businesses have undergone background investigations by the Police Division of the Public Safety Department and the City Clerk Division of the Administration Department; and

WHEREAS, the results of the background investigations have not revealed anything that would constitute a basis for denial of the renewal applications;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, authorizes renewal of the business licenses specified in Attachment A, for the year of 2024 conditioned on compliance with all applicable state and local regulations related to each specific license type.

Passed this 18th day of December 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

RESOLUTION 2024-187 - ATTACHMENT A

Liquor Licenses			
License Type	Business	Address	Licensee
Tobacco	Holiday Station Store #443	8610 East Pt Dougls Rd S	Gary Brant
License Type	Business	Address	Licensee
Massage	The Healing Place Massage - Therapist & Business	8618 West Pt Douglas Rd	Ramona Lee Westerberg
	The Healing Place Massage Therapist	8619 West Pt Douglas Rd	Karandra Lee Duppong
	The Healing Place Massage Therapist	8620 West Pt Douglas Rd	Jessica Nicole Josephson
	Shiny Balance Nails Massage- Business & Therapist	7241 East Pt Douglas Rd	Sarah JoMalter Carlson
	The Summer Spa - Business & Therapist	8472 East Pt Douglas Rd	Xioomei Li
	Whole Health Massage - Business & Therapist	8802 East Pt Douglas	Tamara McGinn
	Whole Health Massage - Therapist	8801 East Pt Douglas	Nicole A Steenerson



City Council Action Request

7.G.

Meeting Date	12/18/2024
Department	Administration
Agenda Category	Action Item
Title	2025 Council Meeting Schedule
Staff Recommendation	Approve the 2025 Council Meeting Schedule.
Budget Implication	N/A
Attachments	None



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

FROM: Tammy Anderson, City Clerk

DATE: December 18, 2024

RE: 2025 Council Meeting Schedule

Discussion

The City Council holds regular meetings on the first and third Wednesdays of each month. Additionally, the City Council may schedule special meetings and workshops as needed.

Recommended Meeting Schedule for 2025

Regular Meetings - 7:00 PM

January 8, 2025 and January 22, 2025 (Note: This is the 2nd and 4th Wednesday in January)
February 5, 2025 and February 19, 2025
March 5, 2025 and March 19, 2025
April 2, 2025 and April 16, 2025
May 7, 2025 and May 21, 2025
June 4, 2025 and June 18, 2025
July 16, 2025
August 6, 2025 and August 20, 2025
September 3, 2025 and September 17, 2025
October 1, 2025 and October 15, 2025
November 5, 2025 and November 19, 2025
December 3, 2025 and December 17, 2025

Strategic Planning Workshop

January 25, 2025

Special Budget Workshops

July 23, 2025
July 30, 2025
August 27, 2025

Cancel the Regularly Scheduled Meetings

July 2, 2025

Recommendation

Approve the 2025 Council Meeting Schedule.

Attachments

None



City Council Action Request

7.H.

Meeting Date	12/18/2024		
Department	Administration		
Agenda Category	Action Item		
Title	Washington County Worksite Wellness Grant		
Staff Recommendation	Approve the agreements for the Wellness Committee to purchase materials to construct and plant raised garden beds for City employees.		
Budget Implication	10% City match included in the Wellness Budget (up to \$250).		
Attachments	<table border="1"><tr><td>1.</td><td>City of Cottage Grove</td></tr></table>	1.	City of Cottage Grove
1.	City of Cottage Grove		



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

FROM: Riley Rooney

DATE: December 18, 2024

RE: Washington County Worksite Wellness Grant

Discussion

On September 4, 2024, the City Council authorized the Wellness Committee to apply for the Washington County Worksite Wellness Grant through the statewide health improvement partnership (SHIP) to construct raised garden beds at City Hall. The SHIP Program is a grant program created to promote the health and well-being of employees in Washington County workplaces. It aims to improve employee health, reduce healthcare costs, and increase productivity by encouraging healthy behaviors and creating supportive work environments. This program is made possible by Washington County and the Minnesota Department of Health (MDH).

The City of Cottage Grove Wellness Committee was awarded the 2024 Washington County Worksite Wellness grant to fund the construction of raised garden beds for employee use. This private garden space would provide employees with a quiet and peaceful retreat where they can engage in gardening activities without distractions.

The Wellness Committee is eager to incorporate the fresh produce grown in the raised garden beds into various staff events. And, by showcasing the fruits of our labor, we hope to inspire others to adopt healthier eating habits and appreciate the benefits of local, sustainable agriculture. By investing in raised garden beds, the City can promote employee health and well-being, fostering a healthier and more productive work environment. The City is committed to the ongoing maintenance and support needed for the gardens.

This project will provide multiple benefits for employees' wellness, including increased access to healthy and fresh produce, increased physical activity by implementing an employee garden program.

Project	Maximum CCIP Grant	Approximate City Cost	Approximate Total Project Cost
City Hall Raised Garden Beds	\$2,500	\$250	\$2,750

The City's \$250 contribution to the project is allocated in the Wellness Committee's 2025 budget.

Recommendation

Approve the agreements for the Wellness Committee to purchase materials to construct and plant raised garden beds for City employees.

Attachments

1.	City of Cottage Grove_
----	------------------------

Washington County AND City of Cottage Grove

This contract is made and entered into by and between Washington County, hereinafter referred to as "County", and City of Cottage Grove hereinafter referred to as the Consultant/Contractor".

I. TERM OF CONTRACT

The term of this contract shall be from final signature to October 31, 2025, unless earlier terminated as provided herein.

II. SCOPE OF SERVICES

shall address the MN Eats context area covered under the Statewide Health Improvement Partnership (SHIP) grant for Washington County by the Minnesota Department of Health (MDH) funding as well as perform the duties set forth in this agreement and in Attachment A at a cost set forth in Attachment A which is hereby incorporated into this contract.

III. COST:

Cost will not exceed \$2,500.00

IV. INDEPENDENT CONTRACTOR.

It will be agreed that nothing within the contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative, or employee of the County or Public Health & Environment for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all services performed under this agreement.

The Contractor will secure, at its own expense, all personnel required in performing services under the agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this agreement shall have no contractual relationship with the County or Public Health & Environment and shall not be considered employees of the County or Public Health & Environment.

V. STANDARDS.

The Contractor shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or hereafter adopted.

Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

VI. POSSESSION OF FIREARMS ON COUNTY PREMISES.

Unless specifically required by the terms of this Contract or the person it is subject to an exception provided by 18 USC§ 926B or 926C (LEOSA) no provider of services pursuant to this Contract or subcontractors shall carry or possess a firearm on County premises or while acting on behalf of Washington County pursuant to the terms of this Contract. Violation of this provision is grounds for immediate suspension or termination of this Contract.

VII. SUBCONTRACTING AND ASSIGNMENT.

The contractor shall not enter into any subcontract for performance of any services contemplated under this agreement nor novate or assign any interest in the agreement without the prior written approval of the county. Any assignment or novation may be made subject to such conditions and provisions as the county may impose.

If the contractor subcontracts the obligations under this agreement, the contractor shall be responsible for the performance of all obligations by the subcontractors.

VIII. INDEMNIFICATION.

The Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor/Consultant in the performance of this agreement.

IX. INSURANCE REQUIREMENTS.

The Contractor agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

1. Commercial General Liability with Contractual liability coverage in the amount of \$1,500,000 per occurrence with a \$3,000,000 aggregate. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
2. Automobile coverage in the amount of \$1,500,000 on a combined single limit basis and include hired and non-owned.
3. Worker's Compensation in statutory amount (if applicable) of bodily injury by accident in the amount of \$500,000 each accident, bodily injury by disease in the amount of \$500,000 each employee, and bodily injury by disease in the amount of \$500,000 policy limit.

Washington County shall be listed as additional insured as it relates to Commercial General Liability and Automobile Liability.

Prior to the effective date of this Contract, the Contractor will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this Contract. This certificate of insurance shall be on file with the County throughout the term of the Contract. As a condition subsequent to this Contract, Contractor shall ensure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Contractor to maintain a current certificate of insurance with the County shall be a substantial breach of the Contract and payments on the Contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the Contract is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the County.

X. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION.

Pursuant to Minn. Stat. section 16C.05 subd. 5, the Contractor/Consultant will:

- A. Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.
- B. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The Contractor agrees to maintain and make available these records for a period of six (6) years from the date of the termination of this agreement.

XI. DATA PRACTICES.

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the contractor, because of this agreement shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The contractor is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the contractor.

XII. NONDISCRIMINATION

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Contractor's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XIII. SUBCONTRACTOR PROMPT PAYMENT.

Pursuant to Minnesota Statute §471.425 subd. 4a., contractor shall pay any subcontractors within 10 days of the contractor's receipt of payment from the county for undisputed services provided by the subcontractor. The contractor shall pay interest of 1½ percent per month, or any part of a month, to the subcontractor on any disputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. The subcontractor shall have third party rights under this agreement to enforce this provision.

XIV. NONDISCRIMINATION.

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Contractor's failure to comply with section 181.59 may result in cancellation

or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XV. JURISDICTION & VENUE.

This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Washington County.

XVI. TERMINATION

The County may cancel this agreement at any time upon giving fifteen (15) days written notice sent to the Consultant at the address above.

XVII. MERGER

It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

XVIII. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to Contract with the County. Contractors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Contract, the Contractor certifies that it and its principals* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three year-period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or Contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction,
 - b. violating any federal or state antitrust statutes, or
 - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this Contract, are in violation of any of the certifications set forth above; and

- D. Shall immediately give written notice to the Contract manager should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

*Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

XIX. CONFLICT OF INTEREST

Contractor affirms that, to the best of its knowledge, this Contract does not present a conflict of interest with any party or entity, which may be affected by the terms of this Contract. The Contractor agrees that, should any conflict or potential conflict of interest become known, it will immediately notify the County of the conflict or potential conflict, and will advise the County whether it will or will not resign from the other engagement or representation. Unless waived by the County, a conflict or potential conflict may, in the County's discretion, be cause for cancellation or termination of this Contract.

XX. MODIFICATION

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the County and the Consultant shall not require written approval.

IN WITNESS WHEREOF, the County and Contractor have executed this agreement as of the date written below.

City of Cottage Grove

By _____
Signature

Name & Title (please print)

Date _____

Washington County

By _____
Signature

David Brummel, Director
Name & Title

Date _____

Approved as to Form:

Assistant Washington County Attorney



CONTACT INFORMATION

Organization: City of Cottage Grove

Primary Contact: Riley Rooney

Business Agent: Judy Afdahl

Address: 12800 Ravine Pkwy S Cottage Grove, MN 55016

Address:

E-mail: rrooney@cottagegrovemn.gov

E-mail: jAfdahl@cottagegrovemn.gove

Phone: 651-458-2834

Phone: 651-458-2884

Federal Tax ID: 41-6008286

Date: 11/15/2024

Has your organization ever received LHWC-SHIP funding? ☐ Yes ☒ No

Project Description

Project Description: The City of Cottage Grove would like to construct raised garden beds for employee use during. This private garden space would provide employees with a quiet and peaceful retreat where they can engage in gardening activities without distractions. By situating the garden beds in a less public area, we aim to create a more intimate and relaxing environment for employees to enjoy the benefits of gardening.

How will you sustain the project/initiative or policy beyond SHIP funding? The Wellness Committee is eager to incorporate the fresh produce grown in the raised garden beds into various staff events. And, by showcasing the fruits of our labor, we hope to inspire others to adopt healthier eating habits and appreciate the benefits of local, sustainable agriculture. By investing in raised garden beds, the City can promote employee health and well-being, fostering a healthier and more productive work environment. The City is committed to the on-going maintenance and support needed for the gardens.

If you need assistance due to disability or language barrier please call 651-430-6001 (TTY 651-430-6246)

AN EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYEE 12/2020

Action Plan				
Specific Activity <i>Activities that will lead to expected outcomes.</i>	Expected Outcome(s) <i>What are the expected results or outcomes for the specific activities listed on the left?</i>	Evaluation Plan <i>Simple metrics or feedback that will help you to determine if the activity is successful at meeting expected outcomes.</i>	Budget for each item	In-Kind Budget <i>(i.e. staff time, supplies, equipment, etc.)</i>
Build raised garden beds at City Hall for employee use. Purchase items such as: Tools: • Work gloves • Shovel • Spading fork • Garden rake • Garden hose and nozzle Materials • 2" by 4" x 8' lumber • Deck/exterior screws • Exterior woods glue • Fencing • Paint • Wide mesh hardware cloth • Heavy duty plastic sheeting • Raised bed soil	Improve employee wellbeing, access to healthy foods and increase physical activity by implementing an employee garden program.	The Wellness Committee will evaluate usage after the first growing season and determine areas of improvement.	\$2500	\$250 staff time and additional garden materials

If you need assistance due to disability or language barrier please call 651-430-6001 (TTY 651-430-6246)
 AN EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYEE 12/2020

• Plantings (city will continue to purchase yearly)				
Total amount requested			2500	

Questions can be sent to your Washington County Public Health and Environment contact.



City Council Action Request

7.I.

Meeting Date 12/18/2024

Department Administration

Agenda Category Action Item

Title Health and Dental Insurance Benefits

Staff Recommendation Approve the MetLife Dental Policy and the Medica Master Group Contract for 2025.

Budget Implication Budgeted in the Self-Insurance Fund

Attachments

1.	20241213- Insurance Memo
2.	Medica Passport SBC
3.	Medica Elect SBC
4.	2025 MetLife Dental Policy
5.	2025 Metlife Certificate- Active EEs
6.	2025 Metlife Certificate- Retirees



To: Honorable Mayor and City Council Members
From: Joe Fischbach, HR Manager
Date: December 13, 2024
Subject: Health and Dental Insurance Memo

Background

The City of Cottage Grove currently offers health and dental insurance among other benefits to its full-time employees. The City conducted a formal RFP for both medical and dental insurance this year. Five companies provided bids for our health insurance and seven companies provided bids for our dental insurance.

Medica's health insurance renewal came in at a 10% increase for 2025 and they will provide the City a \$15,000 wellness credit in 2025. The other bids came in at 10.5%, 14.5%, 34.1% and 31% increases over 2024 costs. Staff chose to stay with Medica for 2025.

Delta's dental insurance renewal came in at an 8.5% increase for 2025. The other bids came in at the following percentages over/under 2024 premiums:

- 12.2%- SunLife, smaller provider network than MetLife and no second and third year rate cap
- 11%, Principal, smaller provider network than MetLife and no second and third year rate cap
- 10%- Humana, smaller provider network than MetLife and no second and third year rate cap
- .8.4%- MetLife, insurer chosen
- 3%- Blue Cross Blue Shield, more expensive than MetLife and no second and third year rate cap
- 10.9%- HealthPartners, more expensive than MetLife and no second and third year rate cap

Staff selected MetLife for the dental insurance provider for 2025 at an 8.4% decrease in premiums for 2025. They were the only company that provided a rate increase cap for 2026 and 2027 and they have the greatest number of dental providers in-network that employees currently utilize. The rate cap is 7% in both 2026 and 2027.

Medical Insurance

The City currently offers medical insurance through Medica. Medica has been our provider for over 15 years. The City has a standalone plan, we are not part of a pool or consortium. That said, Medica does pool claims with their others plans if any one member's expenses exceed \$100,000 for the year. The \$100,000 is part of our claims history and the amount over \$100,000 is part of the Medica pool.

All employees must take at least single medical insurance coverage. We have a high deductible stacking plan where the employee pays the first \$2,500, the HRA pays the next \$3,300 under an 80% Medica / 20% HRA funding plan and Medica pays 100% after \$5,800. These amounts

are doubled for employees with Employee plus Spouse, Employee plus Children or Family coverage. Attached is the document detailing how the stacking works. We have two different plans, Passport and Elect. Passport is an open network and under Elect, employees and their dependents must designate a primary care clinic and get a referral to see a specialist. The City pays 100% of the premium for single and 70% of the premium for the others. Below are the monthly premiums.

2025	Monthly		Per Month	Per Pay Period
<u>Passport</u>	Premium	Employer	Employee	Employee
Single	\$571.04	\$571.04	\$0.00	\$0.00
Single + 1	\$1,199.18	\$839.43	\$359.75	\$179.88
Single + Children	\$1,084.92	\$759.44	\$325.48	\$162.74
Family	\$1,598.89	\$1,119.22	\$479.67	\$239.84
	Monthly		Per Month	Per Pay Period
<u>Elect</u>	Premium	Employer	Employee	Employee
Single	\$499.65	\$499.65	\$0.00	\$0.00
Single + 1	\$1,049.28	\$734.50	\$314.78	\$157.39
Single + Children	\$949.29	\$664.50	\$284.79	\$142.40
Family	\$1,399.03	\$979.32	\$419.71	\$209.86

The City gives employees \$1,400 for single coverage and \$2,800 for Employee plus Spouse, Employee plus Children or Family coverage into a pre-tax HSA to assist in paying their portion of medical expenses. All money put into an employee's account is theirs and all unspent monies rolls over from year to year.

Here is a breakdown of medical insurance elections for 2025:

Passport Single	116 employees
Passport Family	33 employees
Passport Employee + Spouse	11 employees
Passport Employee + Children	19 employees
Elect Family	2 employees

It is anticipated that the City will pay \$1,890,234.00 in medical premiums in 2025. Of that amount, \$1,523,596.00 will be paid by the City and \$366,638.00 will be paid by employees and retirees with the 30% premium participation.

The City will contribute \$322,000 into employees' HSA accounts.

In 2023, the City paid \$196,832.92 in HRA claims. It is anticipated that we will pay out a similar amount in 2024 and 2025.

Dental Insurance

Up until about 5 years ago, the City had preventive dental as part of our medical insurance. This preventive dental covered two cleanings and one set of x-rays per year. Medica ended this plan offering. We also had a supplemental dental plan that was optional and 100% employee paid. Once the preventive dental went away, the City agreed to pay the premium for single dental insurance. We also gave those that waived coverage an extra \$240 into their HSA.

Here is a breakdown of dental insurance elections for 2025:

Single	99 employees
Employee + One	19 employees
Family	35 employees
Waiver	22 employees

Below are the monthly premiums.

2025	Monthly		Per Month	Per Pay Period
<u>Dental</u>	Premium	Employer	Employee	Employee
Single	\$46.51	\$46.51	\$0.00	\$0.00
Single + 1	\$98.52	\$46.51	\$52.01	\$26.01
Family	\$139.86	\$46.51	\$93.35	\$46.68

It is anticipated that the City will pay \$133,611.00 in dental premiums in 2025. Of that amount, \$82,653 will be paid by the City and \$50,958 will be paid by employees and retirees with premium participation.

Staff budgeted enough in the self-insurance fund to cover the City's premium expenses for 2025.

Action Requested

Approve the MetLife Dental Policy and the Medica Master Group Contract for 2025. The MetLife policy is attached. The Medica Summary of Benefits and Coverages (SBCs) are attached. The formal Medica contract will be issued later this month or early next month.



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go to www.Medica.com or call (952) 945-8000 (TTY: 711) or 1 (800) 952-3455 (TTY: 711). For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary or call (952) 945-8000 (TTY: 711) or 1 (800) 952-3455 (TTY: 711) to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible ?	\$4,500 per person / \$9,000 per family for in-network services. \$6,750 per person / \$13,500 per family for out-of-network services.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan , each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible .
Are there services covered before you meet your deductible ?	Yes. Preventive care and prenatal care from in-network providers or well child and prenatal care from out-of-network providers .	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan ?	\$5,800 per person / \$11,600 per family for in-network services. \$11,000 per person for out-of-network services.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit ?	Premiums , balance-billing charges (unless balanced billing is prohibited), and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes. See www.Medica.com/FindCare or call 1-800-952-3455 (TTY:711) for a list of Medica Choice with UnitedHealthcare network providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	No. You don't need a referral to see a specialist .	You can see the specialist you choose without a referral .



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary care: 20% coinsurance Chiropractic: 20% coinsurance	Primary care: 40% coinsurance Chiropractic: 40% coinsurance	Limited to 15 visits per member, per year for out-of-network chiropractic care.
	Specialist visit	20% coinsurance	40% coinsurance	None
	Preventive care/screening/immunization	No charge. Deductible does not apply.	Well child care: 0% coinsurance . Deductible does not apply. Other services: 40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Lab: 20% coinsurance Xray: 20% coinsurance	Lab: 40% co-insurance Xray: 40% co-insurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.Medica.com/DrugCost2	Generic drugs	Retail: 20% coinsurance Mail order: 20% coinsurance	40% coinsurance	Up to a 31-day supply/retail or 93-day supply/mail order prescription. Mail order drugs not covered out-of-network. Insulin: Your cost-share will not exceed \$25 per retail prescription unit. Some Over the Counter drugs can be obtained with a prescription at the preventive level of coverage. The list of covered drugs changes periodically. Notification of changes will be available 30 days prior to the change taking effect. ACA preventive drugs covered at no charge. Deductible does not apply.
	Preferred brand drugs	Retail: 20% coinsurance Mail order: 20% coinsurance	40% coinsurance	
	Non-preferred brand drugs	Retail: 40% coinsurance Mail order: 40% coinsurance	40% coinsurance	
	Specialty drugs	Preferred: 20% coinsurance . No more than \$200 copay /prescription. Non-preferred: 40% coinsurance .	Not covered	Up to a 31-day supply per prescription received from a designated specialty pharmacy. Amounts reimbursed or paid by a provider or manufacturer, on your behalf for a product or service, will not apply toward your cost share.



Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need immediate medical attention	Emergency room care	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
	Emergency medical transportation	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
	Urgent care	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	20% coinsurance	40% coinsurance	None
	Inpatient services	20% coinsurance	40% coinsurance	Residential treatment is covered as part of inpatient services.
If you are pregnant	Office visits	Prenatal care: No charge. Deductible does not apply. Postnatal care: 20% coinsurance	Prenatal care: 0% coinsurance . Deductible does not apply. Postnatal care: 40% coinsurance	Cost sharing does not apply to in-network preventive services . Depending on the type of services, a copayment , coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. certain ultrasounds.)
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	
	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	



Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	120 visits per member per year in-network and 60 visits out-of-network, per member per year.
	Rehabilitation services	20% coinsurance	40% coinsurance	Out-of-network physical and occupational therapy is limited to a combined limit of 20 visits per member, per year. Out-of-network speech therapy is limited to 20 visits per member, per year. Visit limits are not applicable to behavioral health conditions.
	Habilitation services	20% coinsurance	40% coinsurance	Out-of-network physical and occupational therapy is limited to a combined limit of 20 visits per member, per year. Out-of-network speech therapy is limited to 20 visits per member, per year. Visit limits are not applicable to behavioral health conditions.
	Skilled nursing care	20% coinsurance	40% coinsurance	Limited to 120 days combined in and out-of-network providers .
	Durable medical equipment	20% coinsurance	40% coinsurance	None
	Hospice services	20% coinsurance	40% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge. Deductible does not apply.	40% coinsurance	None
	Children's glasses	Not covered	Not covered	Glasses are not covered by the plan .
	Children's dental check-up	Not covered	Not covered	Dental check-ups are not covered by the plan .



Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of other excluded services .)		
• Acupuncture exceeding 15 visits per member per year for in-network and out-of-network acupuncture services combined • Bariatric Surgery • Chiropractic care exceeding 15 visits per member per year out-of-network • Cosmetic surgery	• Dental care (Adult) • Dental check - up • Glasses • Infertility treatment	• Long-term care • Private-duty nursing • Routine foot care except for some conditions • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Hearing aids	• Non-emergency care when traveling outside the U.S.	• Routine eye care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Medica at **1 (800) 952-3455** (TTY: **711**) or for group health coverage subject to ERISA, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; for all other group health coverage, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: for group health coverage subject to ERISA, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; for all other group health coverage you may also contact Medica at **1 (800) 952-3455** (TTY: **711**) or the Minnesota Department of Commerce at (651) 539-1600 or 1-800-657-3602.

Does this Plan Provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this Plan Meet the Minimum Value Standard? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al **1 (800) 952-3455** (TTY: **711**).

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa **1 (800) 952-3455** (TTY: **711**).

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 **1 (800) 952-3455** (TTY: **711**).

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' **1 (800) 952-3455** (TTY: **711**).

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost-sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)

- The [plan's](#) overall [deductible](#) \$4,500
- [Specialist coinsurance](#) 40%
- Hospital (facility) [coinsurance](#) 40%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (*ultrasounds and blood work*)
[Specialist](#) visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing	
Deductibles	\$4,500
Copayments	\$0
Coinsurance	\$1,100
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$5,660

Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)

- The [plan's](#) overall [deductible](#) \$4,500
- [Specialist coinsurance](#) 40%
- Hospital (facility) [coinsurance](#) 40%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)
[Diagnostic tests](#) (*blood work*)
[Prescription drugs](#)
[Durable medical equipment](#) (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing	
Deductibles	\$2,300
Copayments	\$300
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Joe would pay is	\$2,600

Mia's Simple fracture (in-network emergency room visit and follow up care)

- The [plan's](#) overall [deductible](#) \$4,500
- [Specialist coinsurance](#) 40%
- Hospital (facility) [coinsurance](#) 40%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)
[Diagnostic test](#) (*x-ray*)
[Durable medical equipment](#) (*crutches*)
[Rehabilitation services](#) (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing	
Deductibles	\$2,800
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$2,800

Note: The amount the patient pays assumes the patient is not participating in a Flexible Spending Account (FSA), a Health Savings Account (HSA), or a Health Reimbursement Arrangement (HRA), including an HRA funded through a Voluntary Employee Beneficiary Association (VEBA-HRA). If you have a FSA, HSA, HRA, or VEBA-HRA, then you may have additional funds that could help cover certain out-of-pocket expenses such as [deductibles](#), [copayments](#), [coinsurance](#), and benefits otherwise not covered.

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Discrimination is Against the Law

Medica complies with applicable Federal civil rights laws and will not discriminate against any person on the basis of race, color, national origin, age, disability or sex. Medica:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as: TTY communication and written information in other formats (large print, audio, other formats).
- Provides free language services to people whose primary language is not English, such as: Qualified interpreters and information written in other languages.

If you need these services, call the number included in this document or on the back of your Medica ID card. If you believe that Medica has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Civil Rights Coordinator, Mail Route CP250, PO Box 9310, Minneapolis, MN 55443-9310, 952-992-3422 (phone/fax), TTY 711, civilrightscoordinator@medica.com.

You can file a grievance in person or by mail, fax, or email. You may also contact the Civil Rights Coordinator if you need assistance with filing a complaint.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201, 800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

If you want free help translating this information, call the number included in this document or on the back of your Medica ID card.

Si desea asistencia gratuita para traducir esta información, llame al número que figura en este documento o en la parte posterior de su tarjeta de identificación de Medica.

Yog koj xav tau kev pab dawb kom txhais daim ntawv no, hu rau tus xov tooj nyob hauv daim ntawv no los yog nyob nraum qab ntawm koj daim npav Medica ID.

如果您需要免費翻譯此資訊，請致電本文檔中或者在您的Medica ID卡背面包含的號碼。

Nếu quý vị muốn trợ giúp dịch thông tin này miễn phí, hãy gọi vào số có trong tài liệu này hoặc ở mặt sau thẻ ID Medica của quý vị.

Odeeffannoo kana gargaarsa tolaan akka isinii hiikamu yoo barbaaddan, lakkoobsa barruu kana keessatti argamu ykn ka dugda kaardii Waraqaa Eenyummaa Medica irra jiruun bilbila'a.

إذا كنت تريد مساعدة مجانية في ترجمة هذه المعلومات، فاتصل على الرقم الوارد في هذه الوثيقة أو على ظهر بطاقة تعريف ميديكا الخاصة بك.

Если Вы хотите получить бесплатную помощь в переводе этой информации, позвоните по номеру телефона, указанному в данном документе и на обратной стороне Вашей идентификационной карты Medica.

ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນການແປຂໍ້ມູນນີ້ຟຣີ, ໃຫ້ໂທຫາເລກໝາຍທີ່ມີຢູ່ໃນເອກະສານນີ້ ຫຼື ຢູ່ດ້ານຫຼ້າຂອງບັດ Medica ຂອງທ່ານ.

이 정보를 번역하는 데 무료로 도움을 받고 싶으시면, 이 문서에 포함된 전화번호나 Medica ID 카드 뒷면의 전화번호로 전화하십시오.

Si vous voulez une assistance gratuite pour traduire ces informations, appelez le numéro indiqué dans ce document ou au dos de votre carte d'identification Medica.

နမူနာအတိုင်းတက်ကျိးထံစာကလိန့်နာတက်ဂျာတက်ကျိးအံလောအကလိန့်နာ၊ကိးလိထဲခိနီဂံလောအပတ်
ယုာလောလံာ်တီလံာ်မိအပူအံမုတမုဖနနနိငခေလံာ်အုာ်သးခးကအလီခံတကပအဖီခိာ်န့ာ်တကဂျာ.

Kung nais mo ng libreng tulong sa pagsasalin ng impormasyong ito, tawagan ang numero na kasama sa dokumentong ito o sa likod ng iyong Kard ng Medica ID.

ይህን መረጃ ለመተርጎም ነጻ እርዳታ የሚፈልጉ ከሆነ በዝህ ሰነድ ውስጥ ያለውን ቁጥር ወይም Medica መታወቂያ ካርድዎ በስተጀርባ ያለውን ይደውሉ።

Ako želite besplatnu pomoć za prijevod ovih informacija, nazovite broj naveden u ovom dokumentu ili na poledini svoje ID kartice Medica.

Díí t'áá jík'e shá ata' hodoonił nínízingo éí ninaaltsoos Medica bee néiho'díłzinígí bine'dée' námboo biká'ígíjį' béesh bee hodíilnił.

Wenn Sie bei der Übersetzung dieser Informationen kostenlose Hilfe in Anspruch nehmen möchten, rufen Sie bitte die in diesem Dokument oder auf der Rückseite Ihrer Medica-ID-Karte angegebene Nummer an.



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go to www.Medica.com or call (952) 945-8000 (TTY: 711) or 1 (800) 952-3455 (TTY: 711). For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary or call (952) 945-8000 (TTY: 711) or 1 (800) 952-3455 (TTY: 711) to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible ?	\$4,500 per person / \$9,000 per family for in-network services. \$6,750 per person / \$13,500 per family for out-of-network services.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan , each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible .
Are there services covered before you meet your deductible ?	Yes. Preventive care and prenatal care from in-network providers or well child and prenatal care from out-of-network providers .	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan ?	\$5,800 per person / \$11,600 per family for in-network services. \$11,000 per person for out-of-network services.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit ?	Premiums , balance-billing charges (unless balanced billing is prohibited), and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes. See www.Medica.com/FindCare or call (952) 945-8000 (TTY: 711) or 1 (800) 952-3455 (TTY: 711) for a list of Medica Elect network providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	Yes. This plan requires referrals for specialists outside your care system. Coordinate care through your primary care clinic or care system for best in-network benefits.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have a referral before you see the specialist .



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary care: 20% coinsurance Chiropractic: 20% coinsurance	Primary care: 40% coinsurance Chiropractic: 40% coinsurance	Limited to 15 visits per member, per year for out-of-network chiropractic care.
	Specialist visit	20% coinsurance	40% coinsurance	None
	Preventive care/screening/immunization	No charge. Deductible does not apply.	Well child care: 0% coinsurance . Deductible does not apply. Other services: 40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Lab: 20% coinsurance Xray: 20% coinsurance	Lab: 40% coinsurance Xray: 40% coinsurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.Medica.com/DrugCost2	Generic drugs	Retail: 20% coinsurance Mail order: 20% coinsurance	40% coinsurance	Up to a 31-day supply/retail or 93-day supply/mail order prescription. Mail order drugs not covered out-of-network. Insulin: Your cost-share will not exceed \$25 per retail prescription unit. Some Over the Counter drugs can be obtained with a prescription at the preventive level of coverage. The list of covered drugs changes periodically. Notification of changes will be available 30 days prior to the change taking effect. ACA preventive drugs covered at no charge. Deductible does not apply.
	Preferred brand drugs	Retail: 20% coinsurance Mail order: 20% coinsurance	40% coinsurance	
	Non-preferred brand drugs	Retail: 40% coinsurance Mail order: 40% coinsurance	40% coinsurance	
	Specialty drugs	Preferred: 20% coinsurance . No more than \$200 copay /prescription. Non-preferred: 40% coinsurance .	Not covered	Up to a 31-day supply per prescription received from a designated specialty pharmacy. Amounts reimbursed or paid by a provider or manufacturer, on your behalf for a product or service, will not apply toward your cost share.



Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need immediate medical attention	Emergency room care	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
	Emergency medical transportation	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
	Urgent care	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	20% coinsurance	40% coinsurance	None
	Inpatient services	20% coinsurance	40% coinsurance	Residential treatment is covered as part of inpatient services.
If you are pregnant	Office visits	Prenatal care: No charge. Deductible does not apply. Postnatal care: 20% coinsurance	Prenatal care: 0% coinsurance . Deductible does not apply. Postnatal care: 40% coinsurance	Cost sharing does not apply to in-network preventive services . Depending on the type of services, a copayment , coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. certain ultrasounds.)
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	
	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	



Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	120 visits per member per year in-network and 60 visits out-of-network, per member per year.
	Rehabilitation services	20% coinsurance	40% coinsurance	Out-of-network physical and occupational therapy is limited to a combined limit of 20 visits per member, per year. Out-of-network speech therapy is limited to 20 visits per member, per year. Visit limits are not applicable to behavioral health conditions.
	Habilitation services	20% coinsurance	40% coinsurance	Out-of-network physical and occupational therapy is limited to a combined limit of 20 visits per member, per year. Out-of-network speech therapy is limited to 20 visits per member, per year. Visit limits are not applicable to behavioral health conditions.
	Skilled nursing care	20% coinsurance	40% coinsurance	Limited to 120 days combined in and out-of-network providers .
	Durable medical equipment	20% coinsurance	40% coinsurance	None
	Hospice services	20% coinsurance	40% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge. Deductible does not apply.	40% coinsurance	None
	Children's glasses	Not covered	Not covered	Glasses are not covered by the plan .
	Children's dental check-up	Not covered	Not covered	Dental check-ups are not covered by the plan .



Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of other excluded services .)		
• Acupuncture exceeding 15 visits per member per year for in-network and out-of-network acupuncture services combined • Bariatric surgery • Chiropractic care exceeding 15 visits per member per year out-of-network • Cosmetic surgery	• Dental care (Adult) • Dental check - up • Glasses • Infertility treatment	• Long-term care • Private-duty nursing • Routine foot care except for some conditions • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Hearing aids	• Non-emergency care when traveling outside the U.S.	• Routine eye care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Medica at **1 (800) 952-3455** (TTY: **711**) or for group health coverage subject to ERISA, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; for all other group health coverage, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: for group health coverage subject to ERISA, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; for all other group health coverage you may also contact Medica at **1 (800) 952-3455** (TTY: **711**) or the Minnesota Department of Commerce at (651) 539-1600 or 1-800-657-3602.

Does this Plan Provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this Plan Meet the Minimum Value Standard? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al **1 (800) 952-3455** (TTY: **711**).

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa **1 (800) 952-3455** (TTY: **711**).

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 **1 (800) 952-3455** (TTY: **711**).

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' **1 (800) 952-3455** (TTY: **711**).

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost-sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)

- The [plan's](#) overall [deductible](#) \$4,500
- [Specialist coinsurance](#) 20%
- Hospital (facility) [coinsurance](#) 20%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (*ultrasounds and blood work*)
[Specialist](#) visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing	
Deductibles	\$4,500
Copayments	\$0
Coinsurance	\$1,100
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$5,660

Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)

- The [plan's](#) overall [deductible](#) \$4,500
- [Specialist coinsurance](#) 20%
- Hospital (facility) [coinsurance](#) 20%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)
[Diagnostic tests](#) (*blood work*)
[Prescription drugs](#)
[Durable medical equipment](#) (*glucose meter*)

Total Example Cost	\$5,600
--------------------	---------

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$2,200
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Joe would pay is	\$2,200

Mia's Simple fracture (in-network emergency room visit and follow up care)

- The [plan's](#) overall [deductible](#) \$4,500
- [Specialist coinsurance](#) 20%
- Hospital (facility) [coinsurance](#) 20%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)
[Diagnostic test](#) (*x-ray*)
[Durable medical equipment](#) (*crutches*)
[Rehabilitation services](#) (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing	
Deductibles	\$2,800
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$2,800

Note: The amount the patient pays assumes the patient is not participating in a Flexible Spending Account (FSA), a Health Savings Account (HSA), or a Health Reimbursement Arrangement (HRA), including an HRA funded through a Voluntary Employee Beneficiary Association (VEBA-HRA). If you have a FSA, HSA, HRA, or VEBA-HRA, then you may have additional funds that could help cover certain out-of-pocket expenses such as [deductibles](#), [copayments](#), [coinsurance](#), and benefits otherwise not covered.

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Discrimination is Against the Law

Medica complies with applicable Federal civil rights laws and will not discriminate against any person on the basis of race, color, national origin, age, disability or sex. Medica:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as: TTY communication and written information in other formats (large print, audio, other formats).
- Provides free language services to people whose primary language is not English, such as: Qualified interpreters and information written in other languages.

If you need these services, call the number included in this document or on the back of your Medica ID card. If you believe that Medica has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Civil Rights Coordinator, Mail Route CP250, PO Box 9310, Minneapolis, MN 55443-9310, 952-992-3422 (phone/fax), TTY 711, civilrightscoordinator@medica.com.

You can file a grievance in person or by mail, fax, or email. You may also contact the Civil Rights Coordinator if you need assistance with filing a complaint.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201, 800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

If you want free help translating this information, call the number included in this document or on the back of your Medica ID card.

Si desea asistencia gratuita para traducir esta información, llame al número que figura en este documento o en la parte posterior de su tarjeta de identificación de Medica.

Yog koj xav tau kev pab dawb kom txhais daim ntawv no, hu rau tus xov tooj nyob hauv daim ntawv no los yog nyob nraum qab ntawm koj daim npav Medica ID.

如果您需要免費翻譯此資訊，請致電本文檔中或者在您的Medica ID卡背面包含的號碼。

Nếu quý vị muốn trợ giúp dịch thông tin này miễn phí, hãy gọi vào số có trong tài liệu này hoặc ở mặt sau thẻ ID Medica của quý vị.

Odeeffannoo kana gargaarsa tolaan akka isinii hiikamu yoo barbaaddan, lakkoobsa barruu kana keessatti argamu ykn ka dugda kaardii Waraqaa Eenyummaa Medica irra jiruun bilbila'a.

إذا كنت تريد مساعدة مجانية في ترجمة هذه المعلومات، فاتصل على الرقم الوارد في هذه الوثيقة أو على ظهر بطاقة تعريف ميديكا الخاصة بك.

Если Вы хотите получить бесплатную помощь в переводе этой информации, позвоните по номеру телефона, указанному в данном документе и на обратной стороне Вашей идентификационной карты Medica.

ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນການແປຂໍ້ມູນນີ້ຟຣີ, ໃຫ້ໂທຫາເລກໝາຍທີ່ມີຢູ່ໃນເອກະສານນີ້ ຫຼື ຢູ່ດ້ານຫຼ້າຂອງບັດ Medica ຂອງທ່ານ.

이 정보를 번역하는 데 무료로 도움을 받고 싶으시면, 이 문서에 포함된 전화번호나 Medica ID 카드 뒷면의 전화번호로 전화하십시오.

Si vous voulez une assistance gratuite pour traduire ces informations, appelez le numéro indiqué dans ce document ou au dos de votre carte d'identification Medica.

နမူနာအတိုင်းတက်ကျိးထံစာကလိန့်နာတက်ဂျာတက်ကျိးအံလောအကလိန့်နာ၊ကိးလိထဲခိနီဂံလောအပတ်
ယှာလောလံတီလိမိအပူအံမုတမုဖနနနိငခေလံအာသးခးကအလီခံတကပအဖီခိနီနာတကဂျာ.

Kung nais mo ng libreng tulong sa pagsasalin ng impormasyong ito, tawagan ang numero na kasama sa dokumentong ito o sa likod ng iyong Kard ng Medica ID.

ይህን መረጃ ለመተርጎም ነጻ እርዳታ የሚፈልጉ ከሆነ በዝህ ሰነድ ውስጥ ያለውን ቁጥር ወይም Medica መታወቂያ ካርድዎ በስተጀርባ ያለውን ይደውሉ።

Ako želite besplatnu pomoć za prijevod ovih informacija, nazovite broj naveden u ovom dokumentu ili na poledini svoje ID kartice Medica.

Díí t'áá jík'e shá ata' hodoonił nínízingo éí ninaaltsoos Medica bee néiho'díłzinígí bine'dée' námboo biká'ígíj'í' béesh bee hodíilnił.

Wenn Sie bei der Übersetzung dieser Informationen kostenlose Hilfe in Anspruch nehmen möchten, rufen Sie bitte die in diesem Dokument oder auf der Rückseite Ihrer Medica-ID-Karte angegebene Nummer an.



City of Cottage Grove
12800 Ravine Pkwy
Cottage Grove, MN 55016

August 27, 2024

Group Number: KM 05776632-G

Dear Joe Fischbach:

Thank you again for selecting MetLife as your Group Benefit Carrier.

We are pleased to advise you that the installation of your new coverage(s) with us is now complete!

Enclosed is your MetLife policy, which includes your Application for Group Insurance, and the applicable certificate(s). Coverage certificates must be distributed to all of your insured employees. If you did not choose to receive certificates electronically, they will be shipped separately within the next few days. Please be advised that the certificates include the MetLife Gramm-Leach-Bliley (GLB) Privacy Notice.

We are pleased to provide you access to our online administrative manual at www.metlifeadminmanual.com. This site provides you the most current and important administration information such as: required state Life and Health Guaranty Association Notices (to inform you about state protections in case of insurer insolvency), forms, and other helpful tools.

I'd like to remind you that our toll-free Customer Service number, 1-800-438-6388, is available to you and your employees. Option 2 will allow you, as Administrator, to accomplish a number of self-service functions. For example, among other actions, you can terminate an employee's coverage or check your premium balance or the last payment posted. (You will need your Customer number and Division when using the toll-free number. These numbers are referenced on your monthly billing statement).

If you are a customer with employees working in the State of Connecticut, please review the "CT Employee Terminations" topic found in MetLife's online Administration Manual under the appropriate coverage section (www.metlifeadminmanual.com).

We are committed to ensuring that our customers know how intermediaries are paid. To keep you informed, we have enclosed a document titled, "Intermediary and Producer Compensation Notice."

Our goal is to provide you with an exceptional level of consistent and responsive service. Reinforcing our brand positioning in the marketplace, *MetLife is easier*, we aim to make you and your employees' experience with MetLife both productive and pleasant.

Sincerely,
Small Market Customer Service Team

Enclosures: Policy/Certificate
Cc: (Broker)

U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company ("MetLife"), enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related insurance and non-insurance products ("Products") with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (*each an "Intermediary"*). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (*number of products sold or dollar value of premium*) with MetLife. In addition, supplemental compensation may be payable to your Intermediary for eligible Products. Under MetLife's current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium or fees. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period, or other defined period; (2) the amount of eligible new or renewal premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) eligible new or renewal premium or fees growth during a one-year period; or (6) a flat amount, fixed percentage or sliding scale of the premium or fees for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (*e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements*).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Website at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Non-U.S. Coverage

When providing you with information concerning an eligible group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

Metropolitan Life Insurance Company ("MetLife"), a stock company, will pay the benefits specified in the Exhibits of this policy subject to the terms and provisions of this policy.

Policyholder: City of Cottage Grove

Group Policy No.: KM 05776632-G

EFFECTIVE DATE:

This policy will take effect on January 1, 2025.

POLICY ANNIVERSARIES

The first Policy Anniversary will be January 1, 2026. Subsequent Policy Anniversaries will be January 1, 2027 and each January 1st thereafter.

PREMIUM PAYMENTS

This policy, and the insurance provided under it, is issued in return for the payment of required Premiums.

Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on and must be paid on or before this policy's Effective Date. Any later Premiums are due monthly in advance on the first day of each Policy Month. These dates are the Premium Due Dates.

MetLife and the Policyholder may agree upon a different frequency for the payment of Premiums. In that case, Premium Due Dates will be adjusted to reflect the agreed upon frequency.

POLICY SITUS

This policy is issued for delivery in and governed by the laws of Minnesota.

Signed as of this policy's effective date at MetLife's home office in New York, New York.

Timothy J. Ring
Secretary

Michel Khalaf
President

GROUP DENTAL INSURANCE POLICY

NON-DIVIDEND PAYING

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DEFINITIONS

As used in this policy, the terms listed below will have the meanings defined below. When defined terms are used in this policy, they will appear with initial capitalization. The plural use of a term defined in the singular and the singular use of a term defined in the plural will share the same meaning.

Contribution means any amount an Employee is required to pay towards the total Premium that MetLife charges for the insurance provided by this policy.

Contributory Insurance means any insurance for which an Employee is required to make a Contribution.

Covered Person means an Employee or Dependent who is the subject of insurance under the certificates attached to the policy as Exhibits.

Dependent means any person who qualifies as a Dependent under the certificates attached to the policy as Exhibits.

Employee means any person who qualifies as an Employee under the certificates attached to the policy as Exhibits.

Employer means the Policyholder shown on the face page of this policy.

Exhibit means any attachment to this policy referred to in the Schedule of Exhibits. Exhibits to this policy include the certificates and any riders attached to such certificates; a Schedule of Initial Premium Rates; and such other attachments as agreed to by MetLife and the Policyholder.

Certificateholder means an Employee who is a Covered Person or has a Dependent who is a Covered Person. Unless otherwise specified, the Certificateholder is entitled to exercise the rights and benefits granted under the certificates attached to the policy as Exhibits.

Noncontributory Insurance means any insurance for which the Employee is not required to make a Contribution.

Policy Anniversary means each of the Policy Anniversary dates as set forth in the Policy Anniversaries provision on the policy face page. The Policy Anniversary is also the renewal date of the policy.

Policy Month means the one month period beginning on the Effective Date shown on the face page of this policy. Subsequent Policy Months will begin on the same day of each subsequent month.

Policyholder means the entity listed as the Policyholder on the face page of this policy.

Premium means the amount that must be paid to MetLife for all the insurance provided under this policy.

Premium Due Date is defined on the face page of this policy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

Written or **Writing** means a record which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

SCHEDULE OF INSURANCE

The schedules of insurance which apply under this policy are set forth in the Exhibits and certificates attached to this policy as Exhibits.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

The Eligibility and Effective Dates of Insurance provisions provided under this policy are set forth in the Exhibits to this policy and the appropriate records of MetLife and the Policyholder. Provisions setting forth the conditions, if any, under which MetLife requires a person to furnish evidence of good health satisfactory to MetLife to obtain coverage are also set forth in the Exhibit(s).

PREMIUM RATE(S)

Initial Rate(s)

The initial Premium rate(s) are shown in the Exhibits to this policy.

Computation of Premiums

The Premium due on any Premium Due Date is determined by the total number of Covered Persons, multiplied by the appropriate Premium rate(s) which are then in effect subject to any Premium adjustments, if applicable.

Computation of Premiums for Changes in Insurance

For insurance that takes effect on the first day of a Policy Month, Premium will be charged from the first day of that Policy Month. For insurance that takes effect after the first day of a Policy Month, Premium will be charged from the first day of the next Policy Month.

If insurance ends because this policy ends or because insurance for a class of persons ends, Premium for such insurance will be charged to the date it ends. If insurance ends for any other reason, Premium will be charged to the end of the Policy Month in which such insurance ends.

Right to Change Premium Rates

Except as may be required by any Rate Guarantee Period, MetLife may change Premium rates on any date on or after the first Policy Anniversary Date; this will be done no more frequently than every 12 months and only if MetLife notifies the Policyholder, in Writing, at least 31 days before such change.

In addition to the above and notwithstanding any rate guarantee period, MetLife may change Premium rates at any time for changes which materially affect the risk or cost assumed for the insurance provided by this policy, as follows:

1. when this policy is amended or endorsed;
2. when a class of eligible persons is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;
3. when a Policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;
4. when there is a significant change in the geographic distribution of either Certificateholders or Employees;
5. when applicable law requires a change in:
 - a. the insurance provided by this policy; and/or
 - b. the class of persons eligible for insurance under this policy; or
6. when a Premium Due Date coincides with or next follows:
 - a. a change greater than 25% in the number of Covered Persons since the later of the policy Effective Date and the last date Premium rates were changed; or
 - b. a change greater than 25% in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed.
7. on any other date agreed to by MetLife and the Employer.

New Premium rates will apply only to Premiums that become due on or after the date the rate change takes effect.

GRACE PERIOD

Each Premium due after the Effective Date of such insurance may be paid up to 31 days after its Premium Due Date. This period is known as the grace period. The insurance provided by this policy for which premium has not been paid will stay in effect during the grace period. MetLife will notify the Policyholder in Writing that, if the Premium is not paid by the end of the grace period, such insurance will end at the end of the last day of the grace period. If MetLife fails to give Written notice to the Policyholder by the end of the grace period, such insurance will continue in effect until the date notice is given.

Policyholder's intent to end this policy during the grace period

The Policyholder may notify MetLife in Writing prior to the end of a grace period of its intent to end this policy or insurance coverage provided under it before the end of such grace period. In this case, this policy or such insurance will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

The Written notice to be given by MetLife and required by the first paragraph of this provision will not be necessary if the Policyholder replaces the insurance provided by this policy for which premium has not been paid with other group insurance or the Policyholder notifies MetLife of its intent to end this policy or such insurance.

If more than one type of insurance coverage is provided under this policy then, to the extent there are different Premium Due Dates or different length grace periods for such coverages, this grace period provision will apply to each coverage independently of the others.

If more than one type of insurance coverage is provided under this policy, then to the extent such coverages have the same Premium Due Dates and the same length grace period, this grace period provision will apply to all such coverages simultaneously so that in the absence of written notice from the Policyholder of its intent to end a specific coverage, failure to pay the entire premium due by the end of the grace period will end all coverage under the policy.

Grace period extensions

MetLife may extend the grace period by giving Written notice to the Policyholder. Such notice will state the date insurance will end if the Premium remains unpaid.

Premiums must be paid for a grace period, any extension of such period and any period insurance was in effect for which Premium was not paid.

END OF INSURANCE PROVIDED BY THIS POLICY

The Policyholder can end this policy or one or more of the types of insurance provided by this policy by giving 60 days advance Written notice to MetLife. The policy or such insurance will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

MetLife can end this policy as follows:

1. for non-payment of Premium, as set forth in the Grace Period provisions;
2. on any Premium Due Date, by giving the Policyholder 31 days advance Written notice, if fewer than:
 - a. for Dental Expense Benefits for Employees, 65% of Employees eligible for Contributory Insurance under this policy are insured for such insurance; or
 - b. for Dental Expense Benefits for Dependents, if fewer than 25% of all Employees with Dependents are insured for Contributory Dependent Insurance;

END OF INSURANCE PROVIDED BY THIS POLICY (continued)

- c. 10 Employees are insured by this policy.
- 3. on any Premium Due Date, by giving the Policyholder 60 days advance Written notice, if the Policyholder fails to provide information on a timely basis or perform any obligations required by this policy or any applicable law; or
- 4. on any Policy Anniversary, by giving the Policyholder 31 days advance Written notice.

This policy will end on the date on which the last certificate in effect under this policy ends.

If this policy or one or more of the types of insurance provided by this policy ends, all Premiums due must be paid. If MetLife accepts Premium after the date this policy or such insurance ends, such acceptance will not act to reinstate the policy or such insurance. MetLife will refund any unearned Premium.

GENERAL PROVISIONS

Entire Contract. The entire contract is made up of the following:

1. this policy and its Exhibits including the certificates attached to the policy as Exhibits;
2. the Policyholder's application; and
3. the amendments and endorsements to this policy, if any.

Policy Changes or Waivers

The terms and provisions of this policy may be changed, either by amendment or endorsement.

1. The policy may be changed by amendment upon the mutual agreement of MetLife and the Policyholder. Such amendment must be in Writing and Signed by an officer of MetLife and by an authorized representative of the Policyholder.
2. The policy may be changed by an endorsement issued by MetLife without the consent of the Policyholder. Such endorsement must be in Writing and Signed by an officer of MetLife. The use of endorsements is limited to:
 - a. changes made in response to :
 - applicable local, state or federal law or regulation;
 - a change in applicable local, state or federal law or regulation; or
 - the administration of applicable local, state or federal law or regulation;
 - b. reflect changes in MetLife's administrative practices;
 - c. reflect policy liberalizations to the extent that they do not increase Premiums;
 - d. incorporate provisions agreed upon prior to issuance of this policy; and
 - e. reflect the exercise of a right or rights set forth under the terms of the policy.

Changes to the policy may be made without the consent of the Certificateholders or anyone else with a beneficial interest in it. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement may be effective retroactively if such retroactivity is not prohibited by applicable law.

An officer of MetLife must approve in Writing any waiver of the terms and provisions of this policy.

A sales representative or other MetLife employee, who is not an officer of MetLife does not have MetLife's authority to approve changes or waivers. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy.

GENERAL PROVISIONS (continued)

Incontestability: Statements Made by Policyholder

Any statement made by the Policyholder will be considered a representation and not a warranty. MetLife will not use such a statement to contest insurance after such insurance has been in force for 2 years from its effective date. MetLife will not use such a statement to contest accident and health insurance after such insurance has been in force for 2 years from its effective date, unless the statement is fraudulent. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application.

Incontestability: Statements Made by Covered Persons

Any statement made by a Covered Person or a Covered Person's legal representative will be considered a representation and not a warranty. MetLife will not use statements which relate to insurability to contest insurance after such insurance has been in force for 2 years during the Covered Person's life. MetLife will not use such a statement to contest accident and health insurance after such insurance has been in force for 2 years from its effective date, unless the statement is fraudulent. In addition, MetLife will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during the Covered Person's life.

MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. the Covered Person or the Covered Person's legal representative has Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to the Covered Person, the Covered Person's legal representative or the Covered Person's beneficiary.

Certificates

MetLife will issue certificates to the Policyholder or the Policyholder's designee for delivery to each Certificateholder, as appropriate. Such certificate will describe the Certificateholder's benefits and rights under this policy and are Exhibits to the policy. The term "certificate" includes certificate riders.

Assignment

This policy is not assignable except and to the extent such assignment may be agreed to by MetLife.

The assignability of certificates attached as Exhibits to this policy and of the rights and benefits arising under such certificates, is described in the certificates.

Information Needed and Policy Administration

All information necessary to compute Premiums and carry out the terms of this policy will be provided by the Policyholder to MetLife. Such information:

- Must be provided in a timely manner and in a format as agreed to by MetLife and the Policyholder;
- Will be provided, maintained and administered as agreed to in writing by an officer of MetLife and the Policyholder; and
- If maintained by the Policyholder, may be examined by MetLife at any reasonable time.

If MetLife or the Policyholder makes a clerical error in keeping or providing the information, the Premium and/or benefits will be adjusted as warranted, according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended or create insurance coverage where no coverage existed.

Any act undertaken by the Policyholder that relates to the insurance provided under this policy must be consistent with the terms of such insurance and with MetLife's requirements; including but not limited to the eligibility requirements for coverage as set forth in the certificates to this policy.

GENERAL PROVISIONS (continued)**Misstatement of Age**

If a Covered Person's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, adjust the Premium and/or benefits.

Non-Dividend Paying

This policy does not pay dividends.

Conformity with Law

If the terms and provisions of this policy do not conform to any applicable law, this policy shall be interpreted to so conform.

SCHEDULE OF EXHIBITS

Exhibit Number	Exhibit Type	Applies To	Effective Date
1	Schedule of Premium Rates	All Covered Persons	January 1, 2025
2	Certificate Forms	All Covered Persons	January 1, 2025

EXHIBIT 1

SCHEDULE OF PREMIUM RATES

The initial monthly Premium rates for the insurance provided by this policy are as follows:

Rate Guarantee Period

Subject to the Right to Change Premium Rates provision on page 7, the Premium rates for Dental Benefits will be in effect from January 1, 2025 through December 31, 2025.

All Active Full-Time Employees

Dental Expense Benefits:

	Amount per unit for Dental Expense Benefits in force hereunder
Employee Only	\$46.51
Employee and One Dependent	\$98.52
Employee and Two or More Dependents	\$139.86

All Retired Employees

Dental Expense Benefits:

	Amount per unit for Dental Expense Benefits in force hereunder
Employee Only	\$46.51
Employee and One Dependent	\$98.52
Employee and Two or More Dependents	\$139.86

EXHIBIT 2

CERTIFICATE FORMS

Certificate Number	Certificate Form	Applies To	Effective Date
1	GCERT2000	All Active Full-Time Employees	January 1, 2025
2	GCERT2000	All Retired Employees	January 1, 2025



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Employer and may be changed or ended without Your consent or notice to You.

Employer: City of Cottage Grove

Group Policy Number: KM 05776632-G

Type of Insurance: Dental Insurance

MetLife Toll Free Number(s):
For General Information 1-800-438-6388

THIS CERTIFICATE ONLY DESCRIBES DENTAL INSURANCE.

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

For Idaho Residents: TEN DAY RIGHT TO EXAMINE CERTIFICATE: You may return the certificate to Us within 10 days from the date You receive it. If You return it within the 10 day period, the certificate will be considered never to have been issued. We will refund any premium paid after We receive Your notice of cancellation.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

For Residents of North Dakota: If you are not satisfied with your Certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under Your Certificate. We will refund within 30 days of our receipt of the returned Certificate any Premium that has been paid and the Certificate will then be considered to have never been issued. You should be aware that, if you elect to return the Certificate for a refund of premiums, losses which otherwise would have been covered under your Certificate will not be covered.

For New Mexico Residents: If You are not satisfied with Your certificate for any reason, You may return it to Us within 30 days after You receive it, unless a claim has previously been received by Us under Your certificate. We will refund any premium that has been paid and the certificate will then be considered to have never been issued. You should be aware that, if You elect to return the certificate for a refund of premiums, losses which otherwise would have been covered under Your certificate will not be covered.

For New Hampshire Residents: 30 Day Right to Examine Certificate. Please read this Certificate. You may return the Certificate to Us within 30 days from the date You receive it. If you return it within the 30 day period, the Certificate will be considered never to have been issued and We will refund any premium paid for insurance under this Certificate.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

NOTICE FOR RESIDENTS OF TEXAS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Metropolitan Life Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Corporate Consumer Relations Department at 1-800-438-6388

Toll-free: 1-800-438-6388

Email: Johnstown_Complaint_Referrals@metlife.com

Mail: Metropolitan Life Insurance Company
700 Quaker Lane
2nd Floor
Warwick, RI 02886

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Metropolitan Life Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388

Teléfono gratuito: 1-800-438-6388

Correo electrónico: Johnstown_Complaint_Referrals@metlife.com

Dirección postal: Metropolitan Life Insurance Company
700 Quaker Lane
2nd Floor
Warwick, RI 02886

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

NOTICE FOR RESIDENTS OF TEXAS

DENTAL INSURANCE: PROCEDURES FOR DENTAL CLAIMS

If You reside in Texas, note the following Procedures for Dental Claims will be followed:

Procedures for Presenting Claims for Dental Insurance Benefits

All claim forms needed to file for Dental Insurance benefits under the group insurance program can be obtained from the Employer who can also answer questions about the insurance benefits and to assist You or, if applicable, Your beneficiary in filing claims. Dental claim forms can also be downloaded from www.metlife.com/dental. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Routine Questions on Dental Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-800-438-6388.

Claim Submission

For claims for Dental Insurance benefits, the claimant must complete the appropriate claim form and submit the required proof as described in the FILING A CLAIM section of the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After You submit a claim for Dental Insurance benefits to MetLife, MetLife will notify You acknowledging receipt of Your claim, commence with any investigation, and request any additional information within 15 days of receipt of Your claim.

MetLife will notify You in writing of the acceptance or rejection of Your claim within 15 business days of receipt of all information needed to process Your claim.

If MetLife cannot accept or reject Your claim within 15 business days after receipt of all information, MetLife will notify You within 15 business days stating the reason why we require an extension. If an extension is requested, We will notify You of our decision to approve or deny Your claim within 45 days. Upon notification of approval, Your claim will be paid within 5 business days.

If MetLife denies Your claim in whole or in part, the notification of the claims decision will state the reason why Your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criterion was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge.

NOTICE FOR RESIDENTS OF TEXAS

Appealing the Initial Determination

If MetLife denies Your claim, You may take two appeals of the initial determination. Upon Your written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- Whether the appeal is the first or second appeal of the initial determination
- An explanation why You are appealing the initial determination.

As part of each appeal, You may submit any written comments, documents, records, or other information relating to Your claim.

After MetLife receives Your written request appealing the initial determination or determination on the first appeal, MetLife will conduct a full and fair review of Your claim. Deference will not be given to initial denials, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of dentistry involved in the judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify You in writing of its final decision within 30 days after MetLife's receipt of Your written request for review, except that under special circumstances MetLife may have up to an additional 30 days to provide written notification of the final decision. If such an extension is required, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason(s) why such an extension is needed, and state when it will make its determination.

If MetLife denies the claim on appeal, MetLife will send You a final written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge. Upon written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim.

NOTICE FOR RESIDENTS OF TEXAS

The exclusion of services which are primarily cosmetic will not apply to the treatment or correction of a congenital defect of a newborn child.

NOTICE FOR RESIDENTS OF ALASKA

Reasonable and Customary Charges

Reasonable and Customary Charges for Out-of-Network services will not be based less than an 80th percentile of the dental charges.

Reasonable Access to an In-Network Dentist

If You do not have an In-Network Dentist within 50 miles of Your legal residence, We will reimburse You for the cost of Covered Services and materials provided by an Out-of-Network Dentist at the same benefit level as an In-Network Dentist.

Coordination of Benefits or Non-Duplication of Benefits with a Secondary Plan:

If This Plan is Secondary, This Plan will determine benefits as if the services were obtained from This Plan's In-Network provider under the following circumstances:

- the Primary Plan does not provide benefits through a provider network;
- both the Primary Plan and This Plan provide benefits through provider networks but the covered person obtains services through a provider in the Primary plan's network who is not in This Plan's network; or
- both the Primary Plan and This Plan provide benefits through provider networks but the covered person obtains services from a provider that is not part of the provider network of the Primary Plan or This Plan because no provider in the Primary Plan's provider network or This Plan's network is able to meet the particular health need of the covered person.

Procedures For Dental Claims

Procedures for Presenting Claims for Dental Insurance Benefits

All claim forms needed to file for Dental Insurance benefits under the group insurance program can be obtained from the Employer who can also answer questions about the insurance benefits and to assist You or, if applicable, Your beneficiary in filing claims. Dental claim forms can also be downloaded from www.metlife.com/dental. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Routine Questions on Dental Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-800-438-6388.

Claim Submission

For claims for Dental Insurance benefits, the claimant must complete the appropriate claim form and submit the required proof as described in the FILING A CLAIM section of the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After You submit a claim for Dental Insurance benefits to MetLife, MetLife will review Your claim and notify You of its decision to approve or deny Your claim.

For claims that require Utilization Review determinations, such notification will be provided in accordance with the provisions under "Prospective and Retrospective Utilization Review Determinations" below.

For claims that do not require Utilization Review determination, such notification will be provided to You within a 30 day period from the date You submitted Your claim; except for situations requiring an extension of time of up to 15 days because of matters beyond the control of MetLife. If MetLife needs such an extension, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because You did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further

NOTICE FOR RESIDENTS OF ALASKA

information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to notify You as to its claim decision. You will have 45 days to provide the requested information from the date You receive the notice requesting further information from MetLife.

If MetLife denies Your claim in whole or in part, the notification of the claims decision will state the reason why Your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criterion was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge.

Within 30 days after We receive Proof of Your claim, We will approve and pay the claim or We will deny the claim. If We deny the claim, We will provide You with the basis of Our denial or the specific additional information that We need to adjudicate Your claim. If We request additional information, We will approve and pay the claim or We will deny the claim within 15 days after We receive the additional information. If the claim is approved and not paid within the time period provided, the claim will accrue at an interest rate of 15 percent per year until the claim is paid.

Appealing the Initial Determination

If MetLife denies Your claim, You may take two appeals of the initial determination. Upon Your Written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in Writing and must include at least the following information:

- Name of employee
- Name of the Plan
- Reference to the initial decision
- Whether the appeal is the first or second appeal of the initial determination
- An explanation why You are appealing the initial determination

As part of each appeal, You may submit any Written comments, documents, records, or other information relating to Your claim.

After MetLife receives Your Written request appealing the initial determination or determination on the first appeal, MetLife will conduct a full and fair review of Your claim. Deference will not be given to initial denials, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of dentistry involved in the judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify You in Writing of its final decision within 30 days after MetLife's receipt of Your Written request for review, except that under special circumstances MetLife may have up to an additional 30 days to provide Written notification of the final decision. If such an extension is required, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason(s) why such an extension is needed, and state when it will make its determination.

If MetLife denies the claim on appeal, MetLife will send You a final Written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final Written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge.

NOTICE FOR RESIDENTS OF ALASKA

Upon Written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim.

Prospective and Retrospective Utilization Review Determinations

Utilization Review-MetLife Consultant Review Manual

The MetLife Dental Consultant Claim Review Manual was established and the criteria therein are updated with input of licensed practicing dentists. The Dental Consultant Claim Review Manual and the guidelines, practices and procedures contained therein are reviewed on an annual basis.

Licensure and Compensation Requirements

No MetLife dental consultant will be paid bonuses or incentive compensation for making Adverse Determinations. No financial incentives may be based on the number of approvals or denials made by a consultant. All prospective initial Adverse Determinations shall be made and documented by a licensed practitioner.

Initial Determinations-Prospective Review (Pretreatment Estimate)

All initial Prospective Reviews (Pretreatment Estimates) of non-emergency course of treatments for a patient will be made within five (5) working days after the receipt of all information necessary to make the determination. The consultant shall call the treating provider immediately to notify them of the decision. If the consultant does not have sufficient information to make the determination, within five (5) working days the treating provider must be notified.

Prospective Adverse Review-Notification Requirements

We shall make all initial Prospective Reviews (Pretreatment Estimates) of non-emergency course of treatments for a patient within five (5) working days after receipt of the information necessary to make the determination.

Notification of a prospective Adverse Determination made by a consultant shall be mailed or otherwise communicated to You, Your Authorized Representative and treating provider of record within five (5) working days of receipt of all information necessary to complete a review of non-urgent and/or non-emergent services, or at any time prior to the expected date of service if the proposed date is farther away than five (5) working days. This notification may be preceded by an oral communication given to You, Your Authorized Representative or provider.

The notification of a prospective Adverse Determination shall contain:

- The principal reason for the prospective Adverse Determination, including specific criteria and standards used to make the determination.
- The factual basis for the adverse decision in clear, understandable language.
- The procedures to initiate an appeal of the prospective Adverse Determination.
- The Written details of Our internal Grievance process and procedures.
- The telephone number and address of the MetLife unit to contact regarding the appeal, and
- The Director's address, telephone number, and facsimile number
- The notification will be provided in a culturally and linguistically appropriate manner.

Retrospective Adverse Review-Guideline Requirements

All recommendations based on a determination that a previously completed dental service ordered by a practitioner was not Dentally Necessary, or that an alternative treatment existed, will be made according to the guidelines contained in the MetLife Dental Consultant Review Manual and must be signed by an appropriately qualified and licensed practitioner. These guidelines shall be used to aid the application of the consultant's professional judgment, experience and knowledge in reaching an appropriate recommendation.

NOTICE FOR RESIDENTS OF ALASKA

If a course of treatment has been preauthorized or approved for a patient, We will not revise or modify the specific criteria or standards used for the Utilization Review to make an adverse decision regarding the services delivered to that patient.

Retrospective Adverse Review-Notification Requirements

Notice of a retrospective Adverse Determination shall be mailed or otherwise communicated to You, Your Authorized Representative and Your provider within thirty (30) calendar days of receipt of a request for payment with all necessary documentation.

Notice of a retrospective Adverse Determination will:

- Provide Written documentation that the retrospective Adverse Determination was based on a lack of Dental Necessity or the existence of an alternative treatment,
- Contain the factual basis for the adverse decision in clear, understandable language.
- Include the reference the specific criteria and standards upon which the decision was based
- The telephone number and business address of the MetLife unit to contact regarding the appeal, and allow a reasonable period of time in which to appeal
- Contain a statement that You, Your Authorized Representative or health care provider has the right to file a complaint with the Director within 180 days of receipt of Our Grievance decision.
- State the Director's address, telephone number, and facsimile number
- Contain Written details of Our internal Grievance process.
- The notification will be provided in a culturally and linguistically appropriate manner.

Adverse Determinations-Urgent Care Claims (Expedited Dental Review)

All requests for prospective Urgent Care Claims which result in an Adverse Determination will be conducted in within 24 hours of receipt of all necessary information to complete the review:

- A MetLife dental consultant will call You, Your Authorized Representative or treating provider of the Adverse Determination and;
- mail to You, Your Authorized Representative and treating provider the Adverse Determinations in Writing with an explanation of the reasons for the decision and documents on which the decision was based within 24 hours. This notification must include:
- The principal reason for the prospective Adverse Determination, including specific criteria and standards used to make the determination.

The factual basis for the adverse decision in clear, understandable language.

- The procedures to initiate an appeal of the prospective Adverse Determination.
- The telephone number and address of the unit to contact regarding the appeal, and
- A statement that You, Your Authorized Representative or health provider has the right to file a complaint with the Director within 180 days of receipt of Our Grievance decision.
- The notification will be provided in a culturally and linguistically appropriate manner.

Grievance Review of Adverse Determinations

A Grievance may be requested for both Prospective Adverse Determinations and Retrospective Adverse Determinations. You, Your Authorized Representative or the provider may request a formal appeal of a Prospective Adverse Determination within 180 days of the date the requested service was denied.

For non-emergency cases, if We do not have sufficient information to complete our process, within five (5) working days, We shall:

- Notify You, Your Authorized Representative or health care provider that We cannot proceed with our review until additional information is received.

NOTICE FOR RESIDENTS OF ALASKA

- We will assist You, Your Authorized Representative, or health care provider in gathering the information without delay.

Expedited Dental Review

Expedited dental review only applies to Prospective Adverse Determinations. The treating provider must certify in Writing and provide supporting documentation that the time required to process the requested dental service through informal reconsideration and formal appeal is likely to cause significant negative change in the dental condition of the covered person. All requests for expedited dental review will be forwarded to the MetLife Dental Consultant Review area. A dental consultant shall ensure that the dental services have not yet been performed and review any supporting documentation. The consultant will then contact the treating provider regarding the request, and return an expedited decision within 24 hours.

Dental consultants shall call Your treating provider should the supporting documentation be incomplete. The consultant should inform Your treating provider as to what is necessary to give the claim a full and complete review. Once the information is complete, the consultant shall orally inform Your treating provider of the decision within 24 hours.

Grievance Procedure

A Written description of the Grievance procedure, by which You, Your Authorized Representative or provider of record may seek review of Adverse Determinations, shall be made available:

- On the reverse side of the Explanation of Benefits (EOB) document.
- Upon request from You, Your Authorized Representative or Your health provider.

New Reviewer Requirement

No consultant who has participated in prior reviews of a decision being appealed may make a recommendation that a first level appeal be denied.

Notification of Decision of Grievance

Notice of the decision regarding a Grievance shall be mailed to You, Your Authorized Representative and provider within 30 working days after the date the Grievance was filed.

In addition, the notice shall contain the following:

- The principal reason for the Adverse Determination, including specific criteria and standards used to make the determination.
- The factual basis for the adverse decision in clear, understandable language.
- The procedures to initiate an appeal of the Adverse Determination.
- The telephone number and address of the person to contact regarding the appeal, and
- A statement that You, Your Authorized Representative or health provider on Your behalf has the right to file a complaint with the Director within 180 days of receipt of Our Grievance decision.
- The Director's address, telephone number, and facsimile number
- The notification will be provided in a culturally and linguistically appropriate manner.

Notification of Right to External Review

Availability of External Review

If We deny Your request for the payment of dental course of treatment, You, Your Authorized Representative or provider have the option to request an External Review of any recommendation of an appeal within 180 days after the date of receipt of a Grievance decision.

You may have the right to have Our decision reviewed by health care professionals who have no association with Us if Our decision involved making a judgment as to the Dental Necessity, appropriateness, health care

NOTICE FOR RESIDENTS OF ALASKA

setting, level of care, or effectiveness of the dental service or treatment You requested by submitting a request for External Review to:

The Director of the Alaska Division of Insurance
Alaska Division of Insurance
550 West 7th Avenue
Anchorage, AK 99501-3567,
or by electronic mail to insurance@alaska.gov,
or by facsimile transmission by calling (907) 269-7910.

External Appeal-Effect

If the Independent Review Organization decides We should pay the claim, We will pay the claim.

Overpayments

Recovery of Overpayments

We have the right to recover any amount that is determined to be an overpayment, within 180 days from the date of service, whether for services received by You or Your Dependents.

An overpayment occurs if it is determined that:

- the total amount paid by Us on a claim for Dental Insurance benefits is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us.

How We Recover Overpayments

We may recover the overpayment, within 180 days from the date of service, from You by:

- stopping or reducing any future benefits payable for Dental Insurance;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment within 180 days from the date of service, from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department
Consumer Services Division
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:

**METROPOLITAN LIFE INSURANCE COMPANY
ATTN: CONSUMER RELATIONS DEPARTMENT
500 SCHOOLHOUSE ROAD
JOHNSTOWN, PA 15904**

1-800-438-6388

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA DEPARTMENT OF INSURANCE DEPARTMENT AT:

**DEPARTMENT OF INSURANCE
CONSUMER SERVICES
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013**

WEBSITE: <http://www.insurance.ca.gov/>

**1-800-927-4357 (within California)
1-213-897-8921 (outside California)**

NOTICE FOR RESIDENTS OF THE STATE OF CALIFORNIA

California law provides that for dental insurance, domestic partners of California's residents must be treated the same as spouses. If the certificate does not already have a definition of domestic partner, then the following definition applies:

"Domestic Partner means each of two people, one of whom is an employee of the Employer, a resident of California and who have registered as domestic partners or members of a civil union with the California or another government recognized by California as having similar requirements.

For purposes of determining who may become a Covered Person, the term does not include any person who:

- is in the military of any country or subdivision of a country;
- is insured under the Group Policy as an employee."

If the certificate already has a definition of domestic partner, that definition will apply to California residents, as long as it recognizes as a domestic partner any person registered as the employee's domestic partner with the California government or another government recognized by California as having similar requirements.

Wherever the term Spouse appears, except in the definition of Spouse, it shall be replaced by Spouse or Domestic Partner.

Wherever the term step-child appears, it is replaced by step-child or child of Your Domestic Partner.

NOTICE FOR RESIDENTS OF CONNECTICUT

If You are a resident of Connecticut, and live in a county where there are no In-Network Dentists and travel distance to an In-Network Dentist is more than 45 minutes travel time and 30 miles away (or for Fairfield County, 30 minutes travel time and 15 miles away), We will pay benefits for Covered Services provided by an Out-of-Network Dentist as if the service was provided by an In-Network Dentist. Additionally, if You are unable to schedule an appointment with an In-Network general Dentist within 10 business days or an In-Network specialty Dentist within 15 business days, We will pay benefits for Covered Services provided by an Out-of-Network Dentist as if the service was provided by an In-Network Dentist. In order to ensure that the benefits are paid accordingly, We must be notified prior to receiving services from an Out-of-Network Dentist. Please call Us at 1-800-942-0854 for assistance.

If You or a Dependent receive emergency or urgent dental care from an Out-of-Network Dentist, We will pay benefits for those Covered Services provided by an Out-of-Network Dentist as if the services were provided by an In-Network Dentist.

For those requiring assistance due to a hearing or vision impairment, call Us at 1-800-942-0854.

NOTICE FOR RESIDENTS OF COLORADO

Domestic Partner

Colorado law provides that for dental insurance, domestic partners of Colorado's residents must be treated the same as spouses. If the certificate does not already have a definition of domestic partner, then the following definition applies:

"Domestic Partner means each of two people, one of whom is an employee of the Policyholder, a resident of Colorado and who have registered as domestic partners or members of a civil union with the Colorado government or another government recognized by Colorado as having similar requirements."

If the certificate already has a definition of domestic partner, that definition will apply to Colorado residents, as long as it recognizes as a domestic partner any person registered as the employee's domestic partner with the Colorado government or another government recognized by Colorado as having similar requirements.

Wherever the term **"Spouse"** appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Wherever the term step-child appears, it is replaced by step-child or child of Your Domestic Partner.

Definition of Child

The term also includes newborns.

Exclusions

The exclusion of services which are primarily cosmetic will not apply to the treatment or correction of a congenital defect of a newborn child.

COORDINATION OF THE GROUP POLICY'S BENEFITS WITH OTHER BENEFITS

With respect to coordination of benefits, the benefits will never be less than what is shown under the following language.

This coordination of benefits (COB) provision applies when a Covered Person has dental care coverage under more than one plan. "Plan" is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

Definitions

- A. A **"Plan"** is any of the following that provides benefits or services for dental care or treatment. However, if separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
 - (1) "Plan" includes: group insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); dental care components of long-term care contracts; dental benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.

NOTICE FOR RESIDENTS OF COLORADO (continued)

- (2) “Plan” does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for non-dental components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

- B. **“This Plan”** means, in a COB provision, the part of the contract providing the dental care benefits to which the COB provision applies, and which may be reduced because of the benefits of other Plans. Any other part of the contract providing dental care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as orthodontic benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.
- C. The order of benefit determination rules determines whether This Plan is a “Primary Plan” or “Secondary Plan” when compared to another Plan covering the Covered Person.

When This Plan is primary, its benefits are determined before those of any other Plan and without considering any other Plan’s benefits. When This Plan is secondary, its benefits are determined after those of another Plan and may be reduced because of the Primary Plan’s benefits, so that all Plan benefits do not exceed 100% of the total Allowable Expense.]

- D. **“Allowable Expense”** is a dental care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the Covered Person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the Covered Person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a Covered Person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

(1) If a Covered Person is covered by 2 or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.

(2) If a Covered Person is covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.

(3) If a Covered Person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan’s payment arrangement shall be the Allowable expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan’s payment arrangement and if the provider’s contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.

(4) The amount of any benefit reduction by the Primary Plan because a person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second opinions and preferred provider arrangements.

(5) If the Primary Plan is a Closed Panel Plan with no out-of-network benefits and the secondary plan is not a Closed Panel Plan, the secondary Plan shall pay or provide benefits as if it were primary when no benefits are available from the Primary Plan because the covered person uses a non-panel provider, except for emergency services that are paid or provided by the primary.

NOTICE FOR RESIDENTS OF COLORADO (continued)

- E. **“Claim Determination Period”** is usually a calendar year, but a Plan may use some other period of time that fits the coverage of the group contract. A person is covered by a Plan during a portion of a Claim Determination Period if that person’s coverage starts or ends during the Claim Determination Period. However, it does not include any part of a year during which a person has no coverage under This Plan, or before the date this COB provision or a similar provision takes effect.
- F. **“Closed Panel Plan”** is a Plan that provides health benefits to covered persons primarily in the form of services through a panel of providers that have contracted with either directly or indirectly or are employed by the Plan, and that limits or excludes benefits for services provided by other providers, except in cases of emergency or referral by a panel member.
- G. **“Custodial Parent”** means a parent awarded primary custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation.]

Order-Of-Benefit Determination Rules

When two or more plans pay benefits, the rules for determining the order of payment are as follows:

- A. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
- B.
 - (1) Except as provided in paragraph (2), a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.
 - (2) Coverage that is obtained by virtue of being members in a group, and designed to supplement part of the basic package of benefits, may provide supplementary coverage that shall be in excess of any other parts of the plan provided by the contract holder. An example of this type of situation is insurance type coverage that is written in connection with a Closed Panel Plan to provide out-of-network benefits.
- C. A Plan may consider the benefits paid or provided by another Plan in determining its benefits only when it is secondary to that other Plan.
- D. The first of the following rules that describes which Plan pays its benefits before another Plan is the rule to use.
 - (1) **Non-Dependent or Dependent.** The Plan that covers the person other than as a dependent, for example as an employee, member, subscriber or retiree is primary and the Plan that covers the person as a dependent is secondary. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent; and primary to the Plan covering the person as other than a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, subscriber or retiree is secondary and the other Plan is primary.
 - (2) **Dependent Child Covered Under More Than One Plan.** Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:
 - (a) For a dependent child whose parents are married or are living together, whether or not they have ever been married:
 - (i) The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
 - (ii) If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

NOTICE FOR RESIDENTS OF COLORADO (continued)

- (b) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
- (i) If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
 - (ii) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;
 - (iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits; or
 - (iv) If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
 - The Plan covering the Custodial Parent;
 - The Plan covering the spouse of the Custodial Parent;
 - The Plan covering the non-custodial parent; and then
 - The Plan covering the spouse of the non-custodial parent.
- (c) For a dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.
- (3) **Active Employee or Retired or Laid-off Employee.** The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- (4) **COBRA or State Continuation Coverage.** If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- (5) **Longer or Shorter Length of Coverage.** The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.
- (6) If the preceding rules do not determine the order of benefits, the allowable expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan

NOTICE FOR RESIDENTS OF COLORADO (continued)

Effect On The Benefits Of This Plan

- A. When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other dental care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other dental care coverage.
- B. If a Covered Person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.
- C. If a Covered Person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

Right To Receive And Release Needed Information

Certain facts about dental care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. We may get the facts We need from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to apply those rules and determine benefits payable.

Facility Of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means reasonable cash value of the benefits provided in the form of services.

Right Of Recovery

If the amount of the payments made by Us is more than We should have paid under this COB provision, We may recover the excess from one or more of the persons We have paid or for whom We have paid; or any other person or organization that may be responsible for the benefits or services provided for the Covered Person. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Employer. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Employer and MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043
1-800-721-3272 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

**Metropolitan Life Insurance Company
1-800-438-6388**

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at *www.in.gov/doi*

NOTICE FOR RESIDENTS OF MAINE

You have the right to designate a third party to receive notice if Your insurance is in danger of lapsing due to a default on Your part, such as nonpayment of a contribution that is due. The intent is to allow reinstatements where the default is due to the insured person's suffering from cognitive impairment or functional incapacity. You may make this designation by completing a "Third-Party Notice Request Form" and sending it to MetLife. Once You have made a designation, You may cancel or change it by filling out a new Third-Party Notice Request Form and sending it to MetLife. The designation will be effective as of the date MetLife receives the form. Call MetLife at the toll-free telephone number shown on the face page of this certificate to obtain a Third-Party Notice Request Form. Within 90 days after cancellation of coverage for nonpayment of premium, You, any person authorized to act on Your behalf, or any covered Dependent may request reinstatement of the certificate on the basis that You suffered from cognitive impairment or functional incapacity at the time of cancellation.

NOTICE FOR RESIDENTS OF MASSACHUSETTS

The following provisions are required by Massachusetts law.

Translation Services

Translation services are available by calling 1-800-638-3368. We shall make available upon request interpreter and translation services related to administrative procedures by calling member services.

منقوم عند الطلب بتوفير مترجمين وخدمات ترجمة تتعلق بالإجراءات الإدارية وذلك بالاتصال بخدمات العملاء.

យើងនឹងមានសេវាបកប្រែ និងកិច្ចការបកប្រែ ដែលជាប់ទាក់ទងទៅនឹង វិធីចាត់ចែងការ តាមការស្នើ ដោយទូរស័ព្ទទៅកន្លែងបម្រើសមាជិក ។

我們提供協助辦理行政手續的翻譯服務，若您需要翻譯人員，請電洽會員服務處。

Nous assurerons sur demande, les services d'interprétariat et de traduction en connexion avec les procédures administratives, en appelant les services aux membres.

Θα διαθέσουμε μετά από αίτηση υπηρεσίες διερμηνεία και μεταφραστική σχετικά με διοικητικές διαδικασίες ερχόμενοι σε επαφή με τις υπηρεσίες μελών.

Si w rele depatman sèvis kliyan an, epi w mande sèvis entèprèt ak tradiksyon pou pwosede administratif, sèvis la ap disponib pou w.

A richiesta metteremo a disposizione servizi di interpretariato e traduzione riguardo le procedure amministrative. Telefonare all'ufficio di Assistenza soci.

ຖ້າທ່ານຮ້ອງຂໍ, ເພື່ອຕອບສະໜອງຕໍ່ຄຳຂໍສອບຖາມທີ່ກ່ຽວຂ້ອງກັບການປະຕິບັດໜ້າທີ່ ໂດຍທ່ານສາມາດໄດ້ຕິດຕໍ່ກັບພະແນກບໍລິການສະມາຊິກ.

Disponibilizaremos, a seu pedido, os serviços de um(a) tradutor(a)/intérprete para os procedimentos administrativos, contactando os serviços para membros.

По Вашему требованию будут предоставлены услуги устного и письменного перевода, связанные с административными процедурами, если Вы позволите в отдел по обслуживанию членов.

Si usted lo solicita, pondremos a su disposición servicios de interpretación y traducción para asistirle en los procedimientos administrativos. Si necesita estos servicios, comuníquese con servicios a los miembros.

NOTICE FOR RESIDENTS OF MASSACHUSETTS (Continued)

The following provisions are required by Massachusetts law.

Summary of Utilization Review Procedures

MetLife reviews claims for evidence of need for certain dental procedures. These reviews are conducted by licensed dentists. If there is no evidence of need MetLife will deny benefits for a claim. MetLife also reviews claims to determine whether there exists a less costly treatment for a dental condition that is generally considered effective to treat the condition. If a less costly alternative treatment exists, MetLife will determine benefits based on the alternative treatment. If you want to determine the status of any such claim review, you can call MetLife at 1-800-438-6388.

Summary of Quality Assurance Programs

MetLife performs a check on certain credentials of any dentist applying to participate in MetLife's Participating Dentist Program (PDP). If the credentials do not meet MetLife's standards, for example if a dentist does not have a valid license, the dentist will not be permitted to participate in the PDP. MetLife does not interfere with the traditional relationship between PDP dentists and their patients, or any determination between the patient and dentist as to what the appropriate dental treatment may be. MetLife dental plans also allow you to choose between any dentist, whether they participate in the PDP or not. Therefore you should choose your dentist carefully, and you are responsible to be sure that your dentist delivers quality dental care.

Involuntary Disenrollment Rate

The involuntary disenrollment rate among insureds of MetLife is 0.

NOTICE FOR RESIDENTS OF MASSACHUSETTS

CONTINUATION OF DENTAL INSURANCE

1. If Your Dental Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
2. If Your Dental Insurance ends because:
 - You cease to be in an Eligible Class; or
 - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your Dental Insurance under the CONTINUATION WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

CONTINUATION OF DENTAL INSURANCE FOR YOUR FORMER SPOUSE

If the judgment of divorce dissolving Your marriage provides for continuation of insurance for Your former Spouse when You remarry, Dental Insurance for Your former Spouse that would otherwise end may be continued.

To continue Dental insurance under this provision:

1. You must make a written request to the employer to continue such insurance;
2. You must make any required premium to the employer for the cost of such insurance.

The request form will be furnished by the Employer.

Such insurance may be continued from the date Your marriage is dissolved until the earliest of the following:

- the date Your former Spouse remarries;
- the date of expiration of the period of time specified in the divorce judgment during which You are required to provide Dental Insurance for Your former Spouse;
- the date coverage is provided under any other group health plan;
- the date Your former Spouse becomes entitled to Medicare;
- the date Dental Insurance under the policy ends for all active employees, or for the class of active employees to which You belonged before Your employment terminated;
- the date of expiration of the last period for which the required premium payment was made; or
- the date such insurance would otherwise terminate under the policy.

If Your former Spouse is eligible to continue Dental Insurance under this provision and any other provision of this Policy, all such continuation periods will be deemed to run concurrently with each other and shall not be deemed to run consecutively.

NOTICE FOR RESIDENTS OF MISSISSIPPI

DENTAL INSURANCE: PROCEDURES FOR DENTAL CLAIMS

Procedures for Presenting Claims for Dental Insurance Benefits

All claim forms needed to file for Dental Insurance benefits under the group insurance program can be obtained from the Employer who can also answer questions about the insurance benefits and to assist You or, if applicable, Your beneficiary in filing claims. Dental claim forms can also be downloaded from www.metlife.com/dental. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Routine Questions on Dental Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing [1-800-438-6388](tel:1-800-438-6388).

Claim Submission

For claims for Dental Insurance benefits, the claimant must complete the appropriate claim form and submit the required proof as described in the FILING A CLAIM section of the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After You submit a claim for Dental Insurance benefits to MetLife, MetLife will review Your claim and notify You of its decision to approve or deny Your claim.

If Your claim is a Clean Claim and it is approved by MetLife, benefits will be paid within 25 days after MetLife receives due written proof in electronic form of a covered loss, or within 35 days after receipt of due written proof in paper form of a covered loss. Due written proof includes, but is not limited to, information essential for Us to administer coordination of benefits. If You provide Us with Written direction that all or a portion of any benefits provided under this certificate be paid to the Dentist, then We shall pay directly the Dentist providing the Covered Services. That payment shall be considered payment in full to the Dentist, who may not bill or collect from You any amount above that payment, other than the deductible, coinsurance, copayment or other charges for equipment or services requested by You that are not covered for benefits. Any dispute arising under these provisions regarding assignment of benefits and billing may be resolved by the Commissioner of Insurance.

"Clean Claim" means a claim that:

- does not require further information, adjustment or alteration by You or the provider of the services in order for MetLife to process and pay it;
- does not have any defects;
- does not have any impropriety, including any lack of supporting documentation; and
- does not involve a particular circumstance required special treatment that substantially prevents timely payments from being made on the claim.

A Clean Claim does not include a claim submitted by a provider more than 30 days after the date of service, or if the provider does not submit the claim on Your behalf, a claim submitted more than 30 days after the date the provider bills You. Errors, such as system errors, attributable to the insurer, do not change the clean claim status.

NOTICE FOR RESIDENTS OF MISSISSIPPI (continued)

Clean Claim (Continued)

If MetLife is unable to pay a claim for Dental Insurance benefits because MetLife needs additional information or documentation, or there is a particular circumstance requiring special treatment, within 25 days after the date MetLife receives the claim if it is submitted in electronic form, or within 35 days after the date MetLife receives the claim if it is submitted in paper form, MetLife will send You notice of what supporting documentation or information MetLife needs. Any claim or portion of a claim for Dental Insurance benefits that is resubmitted with all of the supporting documentation requested in Our notice and becomes payable will be paid to You within 20 days after MetLife receives it.

If MetLife does not deny payment of such benefits to You by the end of the 25 day period for clean claims submitted in electronic form, or 35 day period for clean claims submitted in paper form, and such benefits remain due and payable to You, interest will accrue on the amount of such benefits at the rate of 3% percent per month until such benefits are finally settled. If MetLife does not pay benefits to You when due and payable, You may bring action to recover such benefits, any interest which has accrued with respect to such benefits and any other damages which may be allowed by law. MetLife will pay benefits when MetLife receives satisfactory Written proof of Your claim.

Proof must be given to MetLife not later than 90 days after the end of the Dental Expense Period in which the Covered Dental Expenses were incurred. If proof is not given on time, the delay will not cause a claim to be denied or reduced as long as the proof is given as soon as possible.

Appealing the Initial Determination

If MetLife denies Your claim, You may take two appeals of the initial determination. Upon Your written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- Whether the appeal is the first or second appeal of the initial determination
- An explanation why You are appealing the initial determination.

As part of each appeal, You may submit any written comments, documents, records, or other information relating to Your claim.

After MetLife receives Your written request appealing the initial determination or determination on the first appeal, MetLife will conduct a full and fair review of Your claim. Deference will not be given to initial denials, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of dentistry involved in the judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify You in writing of its final decision within 30 days after MetLife's receipt of Your written request for review, except that under special circumstances MetLife may have up to an additional 30 days to provide written notification of the final decision. If such an extension is required, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason(s) why such an extension is needed, and state when it will make its determination.

If MetLife denies the claim on appeal, MetLife will send You a final written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial

NOTICE FOR RESIDENTS OF MISSISSIPPI (continued)

is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge. Upon written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim.

NOTICE FOR RESIDENTS OF MONTANA

Dental Insurance

In accordance with regulatory guidance, disregard any reference in this certificate to networks, including the terms In-Network and Out-of-Network.

Certain Dentists have entered into an agreement with Us to limit their charge for a Covered Service to a maximum allowed charge. You may be able to reduce Your out-of-pocket costs by using such a Dentist. To find a Dentist who has entered into an agreement with Us, please visit www.metlife.com/dental or dial 1-800-438-6388.

We will pay benefits for charges incurred by a Covered Person for a Covered Service in accordance with the SCHEDULE OF BENEFITS, subject to the conditions set forth in this certificate.

If a Dentist performs a Covered Service, You may be responsible for paying:

- the Deductible;
- any other part of the charge for which We do not pay benefits; and
- any additional amount charged by the Dentist if they have not entered into an agreement with Us to limit their charges for a Covered Service.

NOTICE FOR NEW HAMPSHIRE RESIDENTS

All dental benefits, as defined by New Hampshire law when insured, are identified as being under the jurisdiction of the New Hampshire Insurance Commissioner.

NOTICE FOR NEW HAMPSHIRE RESIDENTS

The following service will be a Covered Service for New Hampshire residents whether or not general anesthesia or intravenous sedation is already specified elsewhere as covered:

General anesthesia or intravenous sedation in connection with oral surgery, extractions or other Covered Services, when:

- the covered person is a Child under the age of 13 who is determined by a licensed Dentist in conjunction with a licensed Physician to have a dental condition of significant complexity which requires the Child to receive general anesthesia for the treatment of such condition; or
- the covered person has exceptional medical circumstances or a developmental disability as determined by a licensed Physician which place the person at serious risk; or
- We determine such anesthesia is necessary in accordance with generally accepted dental standards.

NOTICE FOR RESIDENTS OF NORTH CAROLINA

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL:

(1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND

(2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES.

VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

NOTICE FOR RESIDENTS OF NEW MEXICO

Consumer Complaint Notice

If You are a resident of New Mexico, Your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If You have concerns regarding a claim, premium, or other matters relating to this coverage, You may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at: <https://www.osi.state.nm.us/ConsumerAssistance/index.aspx>.

NOTICE FOR RESIDENTS OF NEW YORK

If You are a resident of New York and live in a county where there is no In-Network Dentists and travel distance to an In-Network Dentist is more than 30 minutes travel time and 30 miles away, We will pay benefits for Covered Services provided by an Out-of-Network Dentist as if the service was provided by an In-Network Dentist.

However, for the below-listed specialties, a travel distance standard of 45 minutes and 45 miles will apply in the following counties:

- **Pedodontist:** Allegany, Cayuga, Chemung, Essex, Franklin, Fulton, Hamilton, Herkimer, Jefferson, Lewis, Montgomery, Oneida, Otsego, Schoharie, Schuyler, St. Lawrence, Steuben and Tompkins.
- **Oral Surgery:** Essex, Franklin, Lewis, Schoharie and Steuben.
- **Orthodontics:** Broome, Cayuga, Chemung, Clinton, Essex, Franklin, Jefferson, Lewis, Madison, Oneida, Otsego, Schoharie, Schuyler, St. Lawrence and Tompkins.

In order to ensure that the benefits are paid accordingly, We must be notified prior to receiving services from an Out-of-Network Dentist. Please call Us at 1-800-942-0854 for assistance.

NOTICE FOR RESIDENTS OF PENNSYLVANIA

Dental Insurance for a Dependent Child may be continued past the age limit if that Child is a full-time student and insurance ends due to the Child being ordered to active duty (other than active duty for training) for 30 or more consecutive days as a member of the Pennsylvania National Guard or a Reserve Component of the Armed Forces of the United States.

Insurance will continue if such Child:

- re-enrolls as a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located;
- re-enrolls for the first term or semester, beginning 60 or more days from the child's release from active duty;
- continues to qualify as a Child, except for the age limit; and
- submits the required Proof of the child's active duty in the National Guard or a Reserve Component of the United States Armed Forces.

Subject to the Date Insurance For Your Dependents Ends subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, this continuation will continue until the earliest of the date:

- the insurance has been continued for a period of time equal to the duration of the child's service on active duty; or
- the child is no longer a full-time student.

NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

NOTICE FOR RESIDENTS OF UTAH

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a **brief summary** of the Utah Life and Health Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies. (For the purposes of this notice, the terms “insurance company” and “insurer” include health maintenance organizations (HMOs) and limited health plans.)

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Accident and Health Insurance
 - o \$500,000 for health benefit plans
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to health benefit plans.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Utah law.

Benefits provided by a long-term care rider to a life insurance or annuity contract shall be considered the same type of benefit as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, please visit the Association's website at www.ulhiga.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
466 South 500 East, Suite 100
Salt Lake City UT 84102
(801) 320-9955

Utah Insurance Department
4315 S. 2700 W., Suite 2300
Taylorsville, UT 84129
(801) 957-9200

CIVIL UNION NOTICE FOR RESIDENTS OF VERMONT

Vermont law provides that the following definitions apply to your certificate:

- Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage," "spouse," "husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms include the relationship created by a Civil Union established according to Vermont law.
- Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms include the inception or dissolution of a Civil Union established according to Vermont law.
- Terms that mean or refer to family relationships arising from a marriage, such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms include family relationships created by a Civil Union established according to Vermont law.
- "Dependent" includes a spouse, a party to a Civil Union established according to Vermont law, and a child or children (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.
- "Child" includes a child (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.
- "Civil Union" means a civil union established pursuant to Act 91 of the 2000 Vermont Legislative Session, entitled "Act Relating to Civil Unions".

All references in this notice to Civil Unions are limited to Civil Unions in which the parties are residents of Vermont.

If dependent insurance for a spouse and/or child is not provided under your certificate, such insurance is not added by virtue of this notice.

For purposes of dependent insurance, any person who meets the definition of "dependent" as set forth in this notice is required to meet all other applicable requirements in order to qualify for such insurance.

This notice does not limit any definitions or terms included in your certificate. It broadens definitions and terms only to the extent required by Vermont law.

DISCLOSURE:

Vermont law grants parties to a Civil Union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to life and health insurance that are available to married persons under federal law may not be available to parties to a Civil Union. For example, a federal law, the Employee Retirement Income Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a Civil Union in an ERISA employee benefit plan. However, governmental employers (not federal government) are required to provide life and health benefits to the dependents of a party to a Civil Union if the public employer provides such benefits to dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of insurance premiums. As a result, parties to a Civil Union and their families may or may not have access to certain benefits under this notice and the certificate to which it is attached that derive from federal law. You are advised to seek expert advice to determine your rights under this notice and the certificate to which it is attached.

NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON

Washington law provides that the following apply to Your certificate:

Wherever the term "**Spouse**" appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Domestic Partner means each of two people, one of whom is an Employee of the Employer, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, NY 10166-0188
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

NOTICE FOR RESIDENTS OF CONNECTICUT, LOUISIANA, NEW MEXICO, TEXAS, UTAH AND WASHINGTON

The Definition of Child In The Definitions Section Of This Certificate Is Modified For The Coverage Listed Below:

For Connecticut Residents (Dental Insurance)

The age limit for children will not be less than 26, regardless of the child's marital status, student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

A Child's insurance will not end due to age until the end of the Year in which that Child attains age 26.

For Louisiana Residents (Dental Insurance):

The term also includes Your grandchildren residing with You. The age limit for children and grandchildren will not be less than 26, regardless of the child's or grandchild's marital status, student status or full-time employment status. Your natural child, adopted child, stepchild or grandchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. In addition, marital status will not prevent or cease the continuation of insurance for a mentally or physically disabled child or grandchild past the age limit.

For New Mexico Residents (Dental Insurance):

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild will not be denied dental insurance coverage under this certificate because:

- that child was born out of wedlock;
- that child is not claimed as Your dependent on Your federal income tax return; or
- that child does not reside with You.

For Texas Residents (Dental Insurance):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status, full-time employment status or military service status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

For Utah Residents (Dental Insurance):

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. The term includes an unmarried child who is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law and who has been continuously covered under a Dental plan since reaching age 26, with no break in coverage of more than 63 days, and who otherwise qualifies as a Child except for the age limit.

Proof of such disability must be sent to Us within 31 days after:

- the date the Child attains the limiting age in order to continue coverage; or
- You enroll a Child to be covered under this provision;

and at reasonable intervals after such date, but no more often than annually after the two-year period immediately following the date the Child qualifies for coverage under this provision.

For Washington Residents Dental Insurance:

The age limit for children will not be less than 26, regardless of the child's marital status, student status, or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

NOTICE FOR RESIDENTS OF ALL STATES WHO ARE INSURED FOR DENTAL INSURANCE

Notice Regarding Your Rights and Responsibilities

Rights:

- We will treat communications, financial records and records pertaining to your care in accordance with all applicable laws relating to privacy.
- Decisions with respect to dental treatment are the responsibility of You and the dentist. We neither require nor prohibit any specified treatment. However, only certain specified services are covered for benefits. Please see the Dental Insurance sections of this certificate for more details.
- You may request a pre-treatment estimate of benefits for the dental services to be provided. However, actual benefits will be determined after treatment has been performed.
- You may request a written response from MetLife to any written concern or complaint.
- You have the right to receive an explanation of benefits which describes the benefit determinations for your dental insurance.

Responsibilities:

- You are responsible for the prompt payment of any charges for services performed by the dentist. If the dentist agrees to accept part of the payment directly from MetLife, you are responsible for prompt payment of the remaining part of the dentist's charge.
- You should consult with the dentist about treatment options, proposed and potential procedures, anticipated outcomes, potential risks, anticipated benefits and alternatives. You should share with the dentist the most current, complete and accurate information about your medical and dental history and current conditions and medications.
- You should follow the treatment plans and health care recommendations agreed upon by You and the dentist.

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SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents will only be insured for the benefits:

- for which You and Your Dependents become and remain eligible, and
- which You elect, if subject to election; and
- which are in effect.

BENEFIT

BENEFIT AMOUNT AND HIGHLIGHTS

Dental Insurance For You and Your Dependents

For All Active Full-Time Employees

Covered Percentage for:	In-Network based on the Maximum Allowed Charge	Out-of-Network based on the Reasonable and Customary Charge
Type A Services	100%	100%
Type B Services	90%	50%
Type C Services	50%	50%
Type D Services (Orthodontic)	50%	50%
Deductibles for:	In-Network	Out-of-Network
Yearly Individual Deductible	\$0	\$25 for the following Covered Services Combined: Type B & Type C
Yearly Family Deductible	\$0	\$75 for the following Covered Services Combined: Type B & Type C
Maximum Benefit:	In-Network	Out-of-Network
Yearly Individual Maximum	\$2,000 for the following Covered Services: Type A, Type B & Type C	\$1,000 for the following Covered Services: Type A, Type B & Type C
Lifetime Individual Maximum for Type D Covered Services (Orthodontic)	\$1,000	\$1,000

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Employer's place of business;
- an alternate place approved by the Employer; or
- a location to which the Employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Employer-approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Cast Restoration means an inlay, onlay, or crown.

Child means the following: (for residents of Connecticut, Louisiana, Minnesota, Montana, New Mexico, Texas, Utah and Washington, the Child Definition is modified as explained in the Notice pages of this certificate - please consult the Notice)

For Dental Insurance, Your natural child; Your adopted child; Your stepchild or a child who resides with and is fully supported by You; and who, in each case, is under age 26 and unmarried.

The definition of Child includes grandchildren and children for whom You have initiated an application for adoption.

An adopted child includes a child placed in Your physical custody for purpose of adoption. If prior to completion of the legal adoption the child is removed from Your custody, the child's status as an adopted child will end.

If You provide Us notice, a Child also includes a child for whom You must provide Dental Insurance due to a Qualified Medical Child Support Order as defined in the United States Employee Retirement Income Security Act of 1974 as amended.

The term includes an Employee's Child who is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law, and has been so disabled continuously since a date before the Child reached the limiting age and who otherwise qualifies as a Child except for the age limit.

The term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee.

Contributory Insurance means insurance for which the Employer requires You to pay any part of the premium.

Contributory Insurance includes: Dependent Dental Insurance.

Covered Percentage means:

- for a Covered Service performed by an In-Network Dentist, the percentage of the Maximum Allowed Charge that We will pay for such services after any required Deductible is satisfied; and
- for a Covered Service performed by an Out-of-Network Dentist, the percentage of the Reasonable and Customary Charge that We will pay for such services after any required Deductible is satisfied.

DEFINITIONS (continued)

Covered Service means a dental service used to treat Your or Your Dependent's dental condition which is:

- prescribed or performed by a Dentist while such person is insured for Dental Insurance;
- Dentally Necessary to treat the condition; and
- described in the SCHEDULE OF BENEFITS or DENTAL INSURANCE sections of this certificate.

Deductible means the amount You or Your Dependents must pay before We will pay for Covered Services.

Dental Hygienist means a person trained to:

- remove calcareous deposits and stains from the surfaces of teeth; and
- provide information on the prevention of oral disease.

Dentally Necessary means that a dental service or treatment is performed in accordance with generally accepted dental standards as determined by Us and is:

- necessary to treat decay, disease or injury of the teeth; or
- essential for the care of the teeth and supporting tissues of the teeth.

Dentist means:

- a person licensed to practice dentistry in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Dentist's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where the services are performed and must act within the scope of that license. The person must also be certified and/or registered if required by such jurisdiction.

Dentures means fixed partial dentures (bridgework), removable partial dentures and removable full dentures.

Dependent(s) means Your Spouse and/or Child.

Full-Time means Active Work on the Employer's regular work schedule for the class of employees to which You belong. The work schedule must be at least 30 hours a week. Full-Time does not include temporary or seasonal employees.

In-Network Dentist means a Dentist who participates in the Preferred Dentist Program and has a contractual agreement with Us to accept the Maximum Allowed Charge as payment in full for a dental service.

Maximum Allowed Charge means the lesser of:

- the amount charged by the Dentist; or
- the maximum amount which the In-Network Dentist has agreed with Us to accept as payment in full for the dental service.

Noncontributory Insurance means insurance for which the Employer does not require You to pay any part of the premium.

Out-of-Network Dentist means a Dentist who does not participate in the Preferred Dentist Program.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

DEFINITIONS (continued)

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Reasonable and Customary Charge is the lowest of:

- the Dentist's actual charge for the services or supplies (or, if the provider of the service or supplies is not a Dentist, such other provider's actual charge for the services or supplies) (the 'Actual Charge'); or
- the usual charge by the Dentist or other provider of the services or supplies for the same or similar services or supplies (the 'Usual Charge'); or
- the usual charge of other Dentists or other providers in the same geographic area equal to the 90th percentile of charges as determined by MetLife based on charge information for the same or similar services or supplies maintained in MetLife's Reasonable and Customary Charge records (the 'Customary Charge'). Where MetLife determines that there is inadequate charge information maintained in MetLife's Reasonable and Customary Charge records for the geographic area in question, the Customary Charge will be determined based on actuarially sound principles.

An example of how the 90th percentile is calculated is to assume one hundred (100) charges for the same service are contained in MetLife's Reasonable and Customary charge records. These 100 hundred (100) charges would be sorted from lowest to highest charged amount and numbered 1 through 100. The 90th percentile of charges is the charge that is equal to the charge numbered 90.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse.

The term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an employee.

We, Us and Our mean MetLife.

Written or Writing means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Year or Yearly, means the 12 month period that begins January 1.

You and Your mean an employee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Active Full-Time Employees

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your class as shown in the SCHEDULE OF BENEFITS.

For All Active Full-Time Employees

If You are in an eligible class on January 1, 2025, You will be eligible for insurance on that date.

If You enter an eligible class after January 1, 2025, You will be eligible for insurance on the date You enter that class.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

ENROLLMENT PROCESS FOR DENTAL INSURANCE

If You are eligible for insurance, You may enroll for such insurance by completing the required form in Writing. If You enroll for Contributory Insurance, You must also give the Employer Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Employer how much You will be required to contribute.

The Dental Insurance has a regular enrollment period established by the Employer. Subject to the rules of the Group Policy, You may enroll for Dental Insurance only when You are first eligible or during an annual enrollment period or If You have a Qualifying Event. You should contact the Employer for more information regarding the annual enrollment period.

DATE YOUR INSURANCE TAKES EFFECT

Enrollment When First Eligible

If You complete the enrollment process within 31 days of becoming eligible for insurance you are a timely entrant, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, the benefit will take effect on the day You resume Active Work.

Enrollment During First Annual Enrollment Period Following the Date You Became Eligible

You will be able to enroll for insurance during the first annual enrollment period. When You complete the enrollment process during the first annual enrollment period, such insurance will take effect on the first day of the month coincident with or next following the enrollment period, if You are actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

Enrollment During Any Subsequent Dental Enrollment Period

During any subsequent annual enrollment period for dental insurance as determined by the Employer, You may enroll for insurance for which You are eligible. If You are not currently enrolled for Dental Insurance but You enroll or make changes to Your insurance during a subsequent enrollment period, the Dental Insurance takes effect on the first day of the month following the enrollment period, if You are Actively at Work on that day.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Enrollment Due to a Qualifying Event

You may enroll for insurance for which You are eligible or change the amount of Your insurance between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 31 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect on the first day of the month coincident with or next following the date of Your request, if You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Qualifying Event includes:

- marriage; or
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment; or
- the death of a dependent; or
- You previously did not enroll for dental coverage for You or Your dependent because You had other group coverage, but that coverage has ceased due to loss of eligibility for the other group coverage; or
- Your dependent's ceasing to qualify as a dependent under this insurance or under other group coverage.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You;
4. the last day of the calendar month Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
5. the last day of the calendar month in which You retire in accordance with the Employer's retirement plan.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

All Active Full-Time Employees

DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

For All Active Full-Time Employees

If You are in an eligible class on January 1, 2025, You will be eligible for Dependent insurance on that date.

If You enter an eligible class after January 1, 2025, You will be eligible for Dependent insurance on the date You enter that class.

No person may be insured as a Dependent of more than one employee.

ENROLLMENT PROCESS FOR INSURANCE ON YOUR DEPENDENTS

If You are eligible for Dependent Insurance, You may enroll for such insurance by completing the required form in Writing for each Dependent to be insured. If You enroll for Contributory Insurance, You must also give the Employer Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Employer how much You will be required to contribute.

In order to enroll for Dental Insurance for Your Dependents, You must either (a) already be enrolled for Dental Insurance for You or (b) enroll at the same time for Dental Insurance for You.

The Dental Insurance has a regular enrollment period established by the Employer. Subject to the rules of the Group Policy, You may enroll for Dependent Dental Insurance only when You are first eligible or during an annual enrollment period or If You have a Qualifying Event. You should contact the Employer for more information regarding the annual enrollment period.

DATE YOUR INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS

Enrollment When First Eligible

If You complete the enrollment process for Dependent Dental Insurance within 31 days of becoming eligible for Dependent Insurance you are a timely entrant, such insurance will take effect on the later of:

- the date You become eligible for such insurance; and
- the date You enroll

provided You are Actively at Work on that date. If You are not Actively at Work on that date, it will take effect on the day You return to Active Work.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

Enrollment During First Annual Enrollment Period Following the Date You Became Eligible

You will be able to enroll for Dependent Insurance during the first annual enrollment period. When You complete the enrollment process during the first annual enrollment period, such insurance will take effect on the first day of the month coincident with or next following the enrollment period, if You are actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Enrollment During Any Subsequent Dental Enrollment Period

During any subsequent annual enrollment period for dental insurance as determined by the Employer, You may enroll for insurance for which You are eligible. If You are not currently enrolled for Dependent Dental Insurance but You enroll or make changes to Your insurance during a subsequent enrollment period, the Dependent Dental Insurance takes effect on the first day of the month following the enrollment period, if You are Actively at Work on that day.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Enrollment Due to a Qualifying Event

You may enroll for Dependent Insurance for which You are eligible or change the amount of Your Dependent Insurance between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 31 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect on the first day of the month coincident with or next following the date of Your request, if You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Qualifying Event includes:

- marriage; or
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment; or
- the death of a dependent; or
- You previously did not enroll for dental coverage for You or Your dependent because You had other group coverage, but that coverage has ceased due to loss of eligibility for the other group coverage; or
- Your dependent's ceasing to qualify as a dependent under this insurance or under other group coverage.

DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

A Dependent's insurance will end on the earliest of:

1. the date Your Dental Insurance ends;
2. the date You die;
3. the date the Group Policy ends;
4. the date Insurance for Your Dependents ends under the Group Policy;
5. the date Insurance for Your Dependents ends for Your class;
6. the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT;

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

7. the end of the period for which the last premium has been paid;
8. the date the person ceases to be a Dependent except in the case of a Dependent Child who has reached the maximum age as defined in the DEFINITIONS section, Insurance will end on the last day of the calendar month;
9. for Utah residents, the last day of the calendar month the person ceases to be a Dependent;
10. the last day of the calendar month in which You retire in accordance with the Employer's retirement plan.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP DENTAL COVERAGE

The following rules will apply if this Dental Insurance replaces other group dental coverage provided to You by the Employer.

Prior Plan means the group dental coverage provided to You by the Employer on the day before the Replacement Date.

Replacement Date means the effective date of this Dental Insurance under the Group Policy.

Rules if You and Your Dependents were Covered Under the Prior Plan on the Day Before the Replacement Date:

1. if You and Your Dependents were covered under the Prior Plan on the day before the Replacement Date, You will be eligible for this Dental Insurance on the Replacement Date if You are in an eligible class on such date;
2. if any of the following conditions occurred while coverage was in effect under the Prior Plan, We will treat such conditions as though they occurred while this Dental Insurance is in effect:
 - the loss of a tooth; and
 - the accumulation of amounts toward:
 - Annual Deductibles;
 - Annual Maximum Benefits; and
 - Lifetime Maximum Benefits;
3. if a dental service was received while the Prior Plan was in effect and such service would be a Covered Service subject to frequency and/or time limitations if performed while this Dental Insurance is in effect, the receipt of such prior service will be counted toward the time and frequency limitations under this Dental Insurance;
4. if a government mandated continuation of coverage under the Prior Plan was in effect on the Replacement Date, such coverage may be continued under this Dental Insurance if the required payment is made for the cost of such coverage. In such case, benefits will be available under this Dental Insurance until the earlier of:
 - the date the continued coverage ends as set forth in the provisions of the government-mandated requirements; or
 - the date this Dental Insurance ends.

Rules if You and Your Dependents were NOT covered under the Prior Plan on the Day Before the Replacement Date:

1. You will be eligible for this Dental Insurance when You meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU;
2. Your Dependents will be eligible for this Dental Insurance when they meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS; and
3. We will credit any time accumulated toward any eligibility waiting period under the Prior Plan to the satisfaction of any eligibility waiting period required to be met under this Dental Insurance.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR MENTALLY OR PHYSICALLY DISABLED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law. Proof of such disability must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical disability; and
- continues to qualify as a Child, except for the age limit.

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Employer for information regarding such legally mandated leave of absence laws.

COBRA CONTINUATION FOR DENTAL INSURANCE

The following applies to employers with 20 or more employees that are not church or government plans:

If Dental Insurance for You or a Dependent ends, You or Your Dependent may qualify for continuation of such insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). Please refer to the COBRA section of Your summary plan description or contact the Employer for information regarding continuation of insurance under COBRA.

AT YOUR OPTION – CONTINUATION OF DENTAL INSURANCE FOR YOUR DEPENDENTS

If You die or Your marriage is dissolved, Dental Insurance for Your Dependent that would otherwise end may be continued. If You die, it may be continued by Your Spouse or by Your Dependent Children if there is no Spouse. If Your marriage is dissolved, it may be continued by Your former Spouse.

Such insurance may be continued from the date of Your death or the date Your marriage is dissolved until the earliest of the following:

- the date coverage is provided under any other group health plan;
- the date of expiration of the last period for which the required premium payment was made; or
- the date such insurance would otherwise terminate under the policy.

When You die or Your marriage is dissolved notice will be given of the right to continue Dental Insurance for Your Dependents. The person to whom notice is given will then have at least 60 days to elect to continue such insurance.

Your Dependent Child may also continue coverage under this plan if such Child's insurance would otherwise end because that child no longer qualifies as a Dependent under the terms of this plan. Such coverage may be continued until the earliest of the following:

- the date coverage is provided under any other group plan;
- 36 months after continuation by the Dependent was elected;
- the date of expiration of the last period for which the required premium payment was made; or
- the date such insurance would otherwise terminate under the policy.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)

Any person who elects to continue insurance must pay the full cost of that insurance (including both the shares that You and Your Employer now pay), plus any additional amounts permitted by law. But the total amount of premium for Dental Insurance for Your Dependents will not exceed 102% of the cost to the plan for such insurance for other similarly situated Dependents. Payments for continued insurance must be made to the Employer on the first day of each month, in advance. The employer must provide verification of the cost of coverage if requested.

If an event gives rise to a right to continue Dental Insurance for Your Dependents under more than one provision of this certificate, the right to elect to continue insurance under each such provision runs concurrently with, not consecutively to, one another.

AT YOUR OPTION: CONTINUATION OF DENTAL INSURANCE WHEN EMPLOYMENT ENDS OR THE NUMBER OF HOURS YOU WORK ARE REDUCED

Your Dental Insurance and Dental Insurance for Your Dependents may be continued if it ends because Your employment ends or the number of hours You work are reduced unless:

- this plan ends for all employees;
- this plan is changed to end Dental Insurance for the class of employees to which You belong;
- Dental Insurance ends because You failed to pay a required Contribution;

Your employment ends or Your hours are reduced due to Your gross misconduct; or

You are covered for dental benefits under another group dental plan, which does not have a preexisting conditions limitation that applies to You.

Within 10 days of the date Your employment ends or Your hours are reduced Your Employer must give You written notice of:

- Your right to continue Your Dental Insurance and Dental Insurance for Your Dependents;
- the steps You must follow to request a continuation and to pay premiums for such insurance;
- the amount of premium payment that is required; and the date by which premium payments will be due.

To continue Your Dental Insurance and Dental Insurance for Your Dependents, You must send a written request to continue such Insurance and You must pay the first premium within 60 days after You receive notice of Your right to continue such insurance from Your employer. If You fail to request a continuation and pay the first premium within this time limit, Your right to continue Your Dental Insurance and Dental Insurance for Your Dependents will end.

The premium that You must pay may include the amount, if any, that You contributed for such Insurance before it ended, plus any amount the Employer paid, plus an administrative charge which will not to exceed two percent of the premium.

Dental Insurance continued under this section will end on the earliest of the following to occur:

- the date this plan ends;
- the date this plan is changed to end Dental Insurance for the class of employees to which You belong;
- the end of 18 months from the date Your employment ended or Your hours were reduced;
- If You do not pay a required premium, the end of the period for which the last required payment was made;
- the date You become eligible for Dental coverage under any other group plan, if such plan does not have a preexisting conditions limitation that applies to You; or

AT THE EMPLOYER'S OPTION

The Employer has elected to continue insurance by paying premiums for employees who cease Active Work in an eligible class for any of the reasons specified below. If Your insurance is continued, insurance for Your

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)

Dependents may also be continued. You will be notified by the Employer how much You will be required to contribute.

Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to layoff up to 2 months.
2. for the period You cease Active Work in an eligible class due to injury or sickness up to 9 months.
3. for the period You cease Active Work in an eligible class due to any other Employer approved leave of absence up to 2 months.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

If Your insurance ends, Your Dependents' insurance will also end in accordance with the DATE INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

EVIDENCE OF INSURABILITY

No evidence of insurability is required for the insurance described in this certificate.

DENTAL INSURANCE

If You or a Dependent incur a charge for a Covered Service, Proof of such service must be sent to Us. When We receive such Proof, We will review the claim and if We approve it, will pay the insurance in effect on the date that service was completed.

This Dental Insurance gives You access to Dentists through the MetLife Preferred Dentist Program (PDP). Dentists participating in the PDP have agreed to limit their charge for a dental service to the Maximum Allowed Charge for such service. Under the PDP, We pay benefits for Covered Services performed by either In-Network Dentists or Out-of-Network Dentists. However, You may be able to reduce Your out-of-pocket costs by using an In-Network Dentist because Out-of-Network Dentists have not entered into an agreement with Us to limit their charges. You are always free to receive services from any Dentist. You do not need any authorization from Us to choose a Dentist.

The PDP does not provide dental services. Whether or not benefits are available for a particular service, does not mean You should or should not receive the service. You and Your Dentist have the right and are responsible at all times for choosing the course of treatment and services to be performed. After services have been performed, We will determine the extent to which benefits, if any, are payable.

When requesting a Covered Service from an In-Network Dentist, We recommend that You:

- identify Yourself as an insured in the Preferred Dentist Program; and
- confirm that the Dentist is currently an In-Network Dentist at the time that the Covered Service is performed.

The amount of the benefit will not be affected by whether or not You identify Yourself as a member in the Preferred Dentist Program.

You can obtain a customized listing of MetLife's In-Network Dentists either by calling 1-800-438-6388 or by visiting Our website at www.metlife.com/dental.

BENEFIT AMOUNTS

We will pay benefit amounts for charges incurred by You or a Dependent for a Covered Service as shown in the SCHEDULE OF BENEFITS, subject to the conditions set forth in this certificate.

In-Network

If a Covered Service is performed by an In-Network Dentist, We will base the benefit on the Covered Percentage of the Maximum Allowed Charge.

If an In-Network Dentist performs a Covered Service, You will be responsible for paying:

- the Deductible; and
- any other part of the Maximum Allowed Charge for which We do not pay benefits.

Out-of-Network

If a Covered Service is performed by an Out-of-Network Dentist, We will base the benefit on the Covered Percentage of the Reasonable and Customary Charge.

Out-of-Network Dentists may charge You more than the Reasonable and Customary Charge. If an Out-of-Network Dentist performs a Covered Service, You will be responsible for paying:

- the Deductible;
- any other part of the Reasonable and Customary Charge for which We do not pay benefits; and
- any amount in excess of the Reasonable and Customary Charge charged by the Out-of-Network Dentist.

DENTAL INSURANCE (continued)

Maximum Benefit Amounts

The Schedule of Benefits sets forth Maximum Benefit Amounts We will pay for Covered Services received In-Network and Out-of-Network. We will never pay more than the greater of the In-Network Maximum Benefit Amount or the Out-of-Network Maximum Benefit Amount.

For example, if a Covered Service is received Out-of-Network and We pay \$300 in benefits for such service, \$300 will be applied toward both the In-Network and the Out-of-Network Maximum Benefit Amounts applicable to such service.

Deductibles

The Deductible amounts are shown in the SCHEDULE OF BENEFITS.

The Yearly Individual Deductible is the amount that You and each Dependent must pay for Covered Services to which such Deductible applies each Year before We will pay benefits for such Covered Services.

We apply amounts used to satisfy Yearly Individual Deductibles to the Yearly Family Deductible. Once the Yearly Family Deductible is satisfied, no further Yearly Individual Deductibles are required to be met.

The amount We apply toward satisfaction of a Deductible for a Covered Service is the amount We use to determine benefits for such service. The Deductible Amount will be applied based on when Dental insurance claims for Covered Services are processed by Us. The Deductible Amount will be applied to Covered Services in the order that Dental Insurance claims for Covered Services are processed by Us regardless of when a Covered Service is "incurred". When several Covered Services are incurred on the same date and Dental Insurance benefits are claimed as part of the same claim, the Deductible Amount is applied based on the Covered Percentage applicable to each Covered Service. The Deductible Amount will be applied in the order of highest Covered Percentage to lowest Covered Percentage.

Alternate Benefit

If We determine that a service, less costly than the Covered Service the Dentist performed, could have been performed to treat a dental condition, We will pay benefits based upon the less costly service if such service:

- would produce a professionally acceptable result under generally accepted dental standards; and
- would qualify as a Covered Service.

For example:

- when a filling and an inlay are both professionally acceptable methods for treating tooth decay or breakdown, We may base Our benefit determination upon the filling which is the less costly service;
- when a filling and a crown are both professionally acceptable methods for treating tooth decay or breakdown, We may base Our benefit determination upon the filling which is the less costly service; and
- when a partial denture and fixed bridgework are both professionally acceptable methods for replacing multiple missing teeth in an arch, We may base Our benefit determination upon the partial denture which is the less costly service.

If We pay benefits based upon a less costly service in accordance with this subsection, the Dentist may charge You or Your Dependent for the difference between the service that was performed and the less costly service. This is the case even if the service is performed by an In-Network Dentist.

Certain comprehensive dental services have multiple steps associated with them. These steps can be completed at one time or during multiple sessions. For benefit purposes under this certificate, these separate steps of one service are considered to be part of the more comprehensive service. Even if the dentist submits separate bills, the total benefit payable for all related charges will be limited by the maximum benefit payable for the more comprehensive service. For example, root canal therapy includes x-rays, opening of the pulp chamber, additional x-rays, and filling of the chamber. Although these services may be performed in multiple sessions, they all constitute root canal therapy. Therefore, we will only pay benefits for the root canal therapy.

DENTAL INSURANCE (continued)

Orthodontic Covered Services

Orthodontic treatment generally consists of initial placement of an appliance and periodic follow-up visits.

The benefit payable for the initial placement will not exceed 20% of the Maximum Benefit Amount for Orthodontia.

The benefit payable for the periodic follow-up visits will be based on the lower of:

- the amount charged by the Dentist; and
- the Maximum Benefit Amount for Orthodontia.

The benefit payable for the periodic follow-up visits will be payable on a monthly basis during the scheduled course of the orthodontic treatment if:

- Dental Insurance is in effect for the person receiving the orthodontic treatment; and
- proof is given to Us that the orthodontic treatment is continuing.

Benefits for Orthodontic Services Begun Prior to this Dental Insurance

If the initial placement was made prior to this Dental Insurance being in effect, the benefit payable will be reduced by the portion attributable to the initial placement.

If the periodic follow-up visits commenced prior to this Dental Insurance being in effect:

- the number of months for which benefits are payable will be reduced by the number of months of treatment performed before this Dental Insurance was in effect; and
- the total amount of the benefit payable for the periodic visits will be reduced proportionately.

Pretreatment Estimate of Benefits

If a planned dental service is expected to cost more than \$300, You have the option of requesting a pretreatment estimate of benefits. The Dentist should submit a claim detailing the services to be performed and the amount to be charged. After We receive this information, We will provide You with an estimate of the Dental Insurance benefits available for the service. The estimate is not a guarantee of the amount We will pay. Under the Alternate Benefit provision, benefits may be based on the cost of a service other than the service that You choose. You are required to submit Proof on or after the date the dental service is completed in order for Us to pay a benefit for such service.

The pretreatment estimate of benefits is only an estimate of benefits available for proposed dental services. You are not required to obtain a pretreatment estimate of benefits. As always, You or Your Dependent and the Dentist are responsible for choosing the services to be performed.

Benefits We Will Pay After Insurance Ends

We will pay benefits for a 31 day period after Your Insurance ends for the completion of installation of a prosthetic device if:

- the Dentist prepared the abutment teeth or made impressions before Your Insurance ends; and
- the device is installed within 31 days after the date the Insurance ends.

We will pay benefits for a 31 day period after Your Insurance ends for the completion of installation of a Cast Restoration if:

- the Dentist prepared the tooth for the Cast Restoration before Your Insurance ends; and
- the Cast Restoration is installed within 31 days after the date the Insurance ends.

We will pay benefits for a 31 day period after Your Insurance ends for completion of root canal therapy if:

- the Dentist opened into the pulp chamber before Your Insurance ends; and
- the treatment is finished within 31 days after the date the Insurance ends.

DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES

Type A Covered Services

1. Oral exams are limited to twice every Year less the number of problem-focused examinations received during such Year.
2. Screenings, including state or federally mandated screenings, to determine an individual's need to be seen by a dentist for diagnosis, are limited to twice every Year.
3. Patient assessments (limited clinical inspection that is performed to identify possible signs of oral or systemic disease, malformation, or injury, and the potential need for referral for diagnosis and treatment), are limited to twice every Year.
4. Problem-focused examinations are limited to twice every Year less the number of oral exams received during such Year.
5. Bitewing x-rays but not more than 1 set every Year.
6. Full mouth or panoramic x-rays once every 60 months.
7. Intraoral-periapical x-rays.
8. Dental x-rays except as mentioned elsewhere in this certificate.
9. Cleaning of teeth also referred to as oral prophylaxis (including full mouth scaling in presence of generalized moderate or severe gingival inflammation after oral evaluation) twice every Year.
10. Topical fluoride treatment for a Child under age 19, but not more than once in a Year.
11. Periodontal maintenance where periodontal treatment (including scaling, root planing, and periodontal surgery such as gingivectomy, gingivoplasty and osseous surgery) has been performed. Periodontal maintenance is limited two times in any calendar year less the number of teeth cleanings received during such calendar year.
12. Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards, 1 in 24 months.
13. Repair/reline and adjustments of occlusal guards and night guards, 1 in 36 months.

Type B Covered Services

1. Pulp vitality, diagnostic photographs, and bacteriological studies for determination of bacteriologic agents.
2. Collection and preparation of genetic sample material for laboratory analysis and report, but no more than once per lifetime.
3. Diagnostic casts.
4. Sealants or sealant repairs for a Child under age 16, which are applied to non-restored, non-decayed first and second permanent molars, but not more than once per tooth in a lifetime.
5. Preventive resin restorations, which are applied to non-restored first and second permanent molars, but not more than once per tooth in a lifetime.
6. Interim caries arresting medicament application applied to permanent bicuspid and 1st and 2nd molar teeth, but not more than once per tooth in a lifetime.
7. Space maintainers for a Child under age 16, once per lifetime per tooth area.

DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES (continued)

8. Protective (sedative) fillings.
9. Initial placement of amalgam fillings.
10. Replacement of an existing amalgam filling, but only if:
 - at least 24 months have passed since the existing filling was placed; or
 - a new surface of decay is identified on that tooth.
11. Initial placement of resin fillings.
12. Replacement of an existing resin filling, but only if:
 - at least 24 months have passed since the existing filling was placed; or
 - a new surface of decay is identified on that tooth.
13. Emergency palliative treatment to relieve tooth pain.
14. General anesthesia or intravenous sedation in connection with oral surgery, extractions or other Covered Services, when We determine such anesthesia or intravenous sedation is necessary in accordance with generally accepted dental standards.
15. Simple extractions.
16. Surgical extractions.
17. Oral surgery except as mentioned elsewhere in this certificate.
18. Pulp capping (excluding final restoration).
19. Pulp therapy.
20. Apexification/recalcification.
21. Therapeutic pulpotomy (excluding final restoration).
22. Root canal treatment, including bone grafts and tissue regeneration procedures in conjunction with periradicular surgery, but not more than once for the same tooth.

Other endodontic procedures, such as apicoectomy, retrograde fillings, root amputation, and hemisection.
23. Periodontal, non-surgical treatment such as scaling and root planing, but not more than once per quadrant in any 24 month period.
24. Periodontal surgery not mentioned elsewhere, including gingivectomy, gingivoplasty and osseous surgery, but no more than one surgical procedure per quadrant in any 36 month period.
25. Periodontal soft & connective tissue grafts, but no more than one surgical procedure per quadrant in any 36 month period.
26. Prefabricated crown, but no more than one replacement for the same tooth surface within 5 Years.
27. Local chemotherapeutic agents.
28. Injections of therapeutic drugs.
29. Application of desensitizing medicaments where periodontal treatment (including scaling, root planing, and periodontal surgery such as osseous surgery) has been performed.

DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES (continued)

Type C Covered Services

1. Consultations for interpretation of diagnostic image by a Dentist not associated with the capture of the image, but not more than once in a 12 month period.
2. Other consultations, but not more than once in a 12 month period.
3. Tissue Conditioning, but not more than once in a 24 month period.
4. Labial veneers, but no more than once per tooth in a period of 5 years.
5. Initial installation of Cast Restorations (except an implant supported Cast Restoration).
6. Replacement of Cast Restorations (except an implant supported Cast Restoration), but only if at least 5 years have passed since the most recent time that:
 - a Cast Restoration was installed for the same tooth surface; or
 - a Cast Restoration for the same tooth surface was replaced.
7. Simple Repairs of Cast Restorations but not more than once in a 12 month period.
8. Core buildup, but no more than once per tooth in a period of 5 Years.
9. Post and cores, but no more than once per tooth in a period of 5 Years.
10. Initial installation of full or partial Dentures (other than implant supported prosthetics):
 - when needed to replace congenitally missing teeth; or
 - when needed to replace natural teeth that are lost while the person receiving such benefits was insured for Dental Insurance.
11. Replacement of a non-serviceable fixed Denture if such Denture was installed more than 5 Years prior to replacement.
12. Replacement of an immediate, temporary full Denture with a permanent full Denture if the immediate, temporary full Denture cannot be made permanent and such replacement is done within 12 months of the installation of the immediate, temporary full Denture.
13. Replacement of a non-serviceable removable Denture if such Denture was installed more than 5 Years prior to replacement.
14. Adjustments of Dentures:
 - if at least 6 months have passed since the installation of the existing removable Denture; and
 - not more than once in any 6 month period.
15. Relinings and rebasings of existing removable Dentures:
 - if at least 6 months have passed since the installation of the existing removable Denture; and
 - not more than once in any 24 month period.
16. Repair of Dentures but not more than once in a 12 month period.
17. Addition of teeth to fixed and permanent Denture to replace natural teeth removed while this Dental Insurance was in effect for the person receiving such services.

DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES (continued)

18. Addition of teeth to a partial removable Denture to replace natural teeth removed while this Dental Insurance was in effect for the person receiving such services.
19. Re-cementing of Cast Restorations or Dentures but not more than once in a 12 month period.
20. Implant services (including sinus augmentation and bone replacement and graft for ridge preservation), but no more than once for the same tooth position in a 5 Year period:
 - when needed to replace congenitally missing teeth; or
 - when needed to replace natural teeth that are lost while the person receiving such benefits was insured for Dental Insurance.
21. Cleaning and inspection of a removable appliance twice every Year.
22. Repair of implants, but not more than once in a 5 Year period.
23. Implant supported prosthetics, but no more than once for the same tooth position in a 5 Year period:
 - when needed to replace congenitally missing teeth; or
 - when needed to replace natural teeth that are lost while the person receiving such benefits was insured for Dental Insurance.
24. Repair of implant supported prosthetics but not more than once in a 12 month period.
25. Occlusal adjustments, but not more than once in a 12 month period.
26. Non-surgical treatment of temporomandibular joint disorders. This includes cone beam imaging and TMJ non-invasive physical therapies. However, cone beam imaging for such treatment will not be covered more than once for the same tooth position in a 60 month period and TMJ non-invasive physical therapies will not be covered more than once in a 12 month period.

With respect to residents of Minnesota, Oral surgical and non-surgical treatment of Temporomandibular joint disorders (TMJ) and craniomandibular disorder. This includes cone beam imaging and TMJ non-invasive physical therapies. However, but cone beam imaging for such treatment will not be covered more than once for the same tooth position in a 60 month period and TMJ non-invasive physical therapies will not be covered more than once in a 12 month period.

Type D Covered Services

Orthodontia, up to age 19, if the orthodontic appliance is initially installed while Dental Insurance is in effect for such Child.

The Lifetime Individual Maximum Benefit Amount for orthodontia is shown in the SCHEDULE OF BENEFITS.

DENTAL INSURANCE: EXCLUSIONS

We will not pay Dental Insurance benefits for charges incurred for:

1. Services which are not Dentally Necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which We deem experimental in nature;
2. Services for which You would not be required to pay in the absence of Dental Insurance;
3. Services or supplies received by You or Your Dependent before the Dental Insurance starts for that person;
4. Services which are primarily cosmetic unless such service is:
 - required for reconstructive surgery which is incidental to or follows surgery which results from trauma, an infection or other disease of the involved part; or
 - required for reconstructive surgery because of a congenital disease or anomaly of a Child which has resulted in a functional defect,

For residents of Texas see notice page section.

5. Services which are neither performed nor prescribed by a Dentist except for those services of a licensed dental hygienist which are supervised and billed by a Dentist and which are for:
 - scaling and polishing of teeth; or
 - fluoride treatments.
6. Services or appliances which restore or alter occlusion or vertical dimension.
7. Restoration of tooth structure damaged by attrition, abrasion or erosion, unless caused by disease.
8. Restorations or appliances used for the purpose of periodontal splinting.
9. Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco.
10. Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss.
11. Decoration, personalization or inscription of any tooth, device, appliance, crown or other dental work.
12. Missed appointments.
13. Services:
 - covered under any workers' compensation or occupational disease law;
 - covered under any employer liability law;
 - for which the employer of the person receiving such services is not required to pay; or
 - received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.
14. Services covered under other coverage provided by the Employer.
15. Temporary or provisional restorations.
16. Temporary or provisional appliances.

DENTAL INSURANCE: EXCLUSIONS (continued)

17. Prescription drugs.
18. Services for which the submitted documentation indicates a poor prognosis.
19. Services, to the extent such services, or benefits for such services, are available under a Government Plan. This exclusion will apply whether or not the person receiving the services is enrolled for the Government Plan. We will not exclude payment of benefits for such services if the Government Plan requires that Dental Insurance under the Group Policy be paid first.

Government Plan means any plan, program, or coverage which is established under the laws or regulations of any government.

The term does not include:

- any plan, program or coverage provided by a government as an employer; or
 - Medicare.
20. The following when charged by the Dentist on a separate basis:
 - claim form completion;
 - infection control such as gloves, masks, and sterilization of supplies; or
 - local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide.
 21. Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing or biting of food.
 22. Caries susceptibility tests.
 23. Initial installation of a fixed and permanent Denture to replace teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
 24. Other fixed Denture prosthetic services not described elsewhere in this certificate.
 25. Precision attachments, except when the precision attachment is related to implant prosthetics.
 26. Initial installation or replacement of a full or removable Denture to replace teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
 27. Addition of teeth to a partial removable Denture to replace teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
 28. Addition of teeth to a fixed and permanent Denture to replace teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
 29. Adjustment of a Denture made within 6 months after installation by the same Dentist who installed it.
 30. Implants to replace teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
 31. Implants supported prosthetics to replace teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
 32. Fixed and removable appliances for correction of harmful habits.
 33. Repair or replacement of an orthodontic device.

DENTAL INSURANCE: EXCLUSIONS (continued)

- 34. Duplicate prosthetic devices or appliances.
- 35. Replacement of a lost or stolen appliance, Cast Restoration, or Denture.
- 36. Intra and extraoral photographic images.

DENTAL INSURANCE: COORDINATION OF BENEFITS

When You or a Dependent incur charges for Covered Services, there may be other Plans, as defined below, that also provide benefits for those same charges. In that case, We may reduce what We pay based on what the other Plans pay. This Coordination of Benefits section explains how and when We do this.

DEFINITIONS

In this section, the terms set forth below have the following meanings:

Allowable Expense means a necessary dental expense for which both of the following are true:

- a Covered Person must pay it, and
- it is at least partly covered by one or more of the Plans that provide benefits to the Covered Person.

If a Plan provides fixed benefits for specified events or conditions (instead of benefits based on expenses incurred) such benefits are Allowable Expenses.

If a Plan provides benefits in the form of services, We treat the reasonable cash value of each service performed as both an Allowable Expense and a benefit paid by that Plan.

The term does not include:

- expenses for services performed because of a Job-Related Injury or Sickness;
- any amount of expenses in excess of the higher reasonable and customary fee for a service, if two or more Plans compute their benefit payments on the basis of reasonable and customary fees;
- any amount of expenses in excess of the higher negotiated fee for a service, if two or more Plans compute their benefit payments on the basis of negotiated fees; and
- any amount of benefits that a Primary Plan does not pay because the covered person fails to comply with the Primary Plan's managed care or utilization review provisions, these include provisions requiring:
 - second surgical opinions;
 - pre-certification of services;
 - use of providers in a Plan's network of providers; or
 - any other similar provisions.

We won't use this provision to refuse to pay benefits because an HMO member has elected to have dental services provided by a non-HMO provider and the HMO's contract does not require the HMO to pay for providing those services.

Claim Determination Period means a period that starts on any January 1 and ends on the next December 31. A Claim Determination Period for any covered person will not include periods of time during which that person is not covered under This Plan.

Custodial Parent means a Parent awarded custody, other than joint custody, by a court decree. In the absence of a court decree, it means the Parent with whom the child resides more than half of the Year without regard to any temporary visitation.

HMO means a Health Maintenance Organization or Dental Health Maintenance Organization.

Parent means a person who covers a child as a dependent under a Plan.

Plan means any of the following if it provides benefits or services for an Allowable Expense:

DENTAL INSURANCE: COORDINATION OF BENEFITS (CONTINUED)

- a group insurance plan;
- a group subscriber contact;
- an HMO;
- a blanket plan;
- uninsured arrangements of group or group type coverage;
- a group practice plan;
- a group service plan;
- a group prepayment plan;
- any other plan that covers people as a group;
- any other coverage required or provided by any law or any governmental program, except Medicaid.

The term does not include any of the following:

- individual or family insurance or subscriber contracts;
- individual or family coverage through closed panel Plans or other prepayment, group practice or individual practice Plans;
- hospital indemnity coverage;
- a school blanket plan that only provides accident-type coverage on a 24 hour basis, or a "to and from school basis," to students in a grammar school, high school or college;
- disability income protection coverage;
- accident only coverage;
- specified disease or specified accident coverage;
- nursing home or long term care coverage; or
- any government program or coverage if, by state or Federal law, its benefits are excess to those of any private insurance plan or other non-government plan.

The provisions of This Plan which limit benefits based on benefits or services provided under;

- Government Plans; or
- Plans which the employer , Policyholder (or an affiliate) contributes to or sponsors;

will not be affected by these Coordination of Benefits provisions.

Each policy, contract or other arrangement for benefits is a separate Plan. If part of a Plan reserves the right to reduce what it pays based on benefits or services provided by other Plans, that part will be treated separately from any parts which do not.

This Plan means the dental benefits described in this certificate, except for any provisions in this certificate that limit insurance based on benefits for services provided under government plans, or plans which the employer (or an affiliate) contributes to or sponsors.

Primary Plan means a Plan that pays its benefits first under the "Rules to Decide Which Plan Is Primary" section. A Primary Plan pays benefits as if the Secondary Plans do not exist.

Secondary Plan means a Plan that is not a Primary Plan. A Secondary Plan may reduce its benefits by amounts payable by the Primary Plan. If there are more than two Plans that provide coverage, a Plan may be Primary to some plans, and Secondary to others.

DENTAL INSURANCE: COORDINATION OF BENEFITS (CONTINUED)

RULES TO DECIDE WHICH PLAN IS PRIMARY

When more than one Plan covers the person for whom Allowable Expenses were incurred, We determine which plan is primary by applying the rules in this section.

When there is a basis for claim under This Plan and another Plan, This Plan is Secondary unless:

- the other Plan has rules coordinating its benefits with those of This Plan; and
- this Plan is primary under This Plan's rules.

The first rule below which will allow Us to determine which Plan is Primary is the rule that We will use.

Dependent or Non-Dependent: A Plan that covers a person other than as a dependent (for example, as an employee, member, subscriber, or retiree) is Primary and shall pay its benefits before a Plan that covers the person as a dependent; except that if the person is a Medicare beneficiary and, as a result of federal law or regulations, Medicare is:

- Secondary to the Plan covering the person as a dependent; and
- Primary to the Plan covering the person as other than a dependent (e.g., a retired employee),

then the order of benefits between the two Plans is reversed and the Plan that covers the person as a dependent is Primary.

Child Covered Under More Than One Plan – Court Decree: When This Plan and another Plan cover the same Child as the Dependent of two or more Parents, and the specific terms of a court decree state that one of the Parents must provide health coverage or pay for the Child's health care expenses, that Parent's Plan is Primary if the Plan has actual knowledge of those terms.

Child Covered Under More Than One Plan – The Birthday Rule: When This Plan and another Plan cover the same Child as the Dependent of two or more Parents, the Primary Plan is the Plan of the Parent whose birthday falls earlier in the Year if:

- the Parents are married; or
- the Parents are not separated (whether or not they have ever married); or
- a court decree awards joint custody without specifying which Parent must provide health coverage.

If both Parents have the same birthday, the Plan that covered either of the Parents longer is the Primary Plan.

However, if the other Plan does not have this rule, but instead has a rule based on the gender of the parent, and if as a result the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.

Child Covered Under More than One Plan – Custodial Parent: When This Plan and another Plan cover the same Child as the Dependent of two or more Parents, if the Parents are not married, or are separated (whether or not they ever married), or are divorced, the Primary Plan is:

- the Plan of the Custodial Parent; then
- the Plan of the spouse of the Custodial Parent; then
- the Plan of the non-custodial Parent; and then
- the Plan of the spouse of the non-custodial Parent.

Active or Inactive Employee: A Plan that covers a person as an employee who is neither laid off nor retired is Primary to a Plan that covers the person as a laid-off or retired employee (or as that person's Dependent). If the other Plan does not have this rule and, if as a result, the Plans do not agree on the order of benefits, this rule is ignored.

DENTAL INSURANCE: COORDINATION OF BENEFITS (CONTINUED)

Continuation Coverage: The Plan that covers a person as an active employee, member or subscriber (or as that employee's Dependent) is Primary to a Plan that covers that person under a right of continuation pursuant to federal law (e.g., COBRA) or state law. If the Plan that covers the person has not adopted this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule shall not apply.

Longer/Shorter Time Covered: If none of the above rules determine which Plan is Primary, the Plan that has covered the person for the longer time shall be Primary to a Plan that has covered the person for a shorter time.

No Rules Apply: If none of the above rules determine which Plan is Primary, the Allowable Expenses shall be shared equally between all the Plans. In no event will This Plan pay more than it would if it were Primary.

EFFECT ON BENEFITS OF THIS PLAN

If This Plan is Secondary, when the total Allowable Expenses incurred by a covered person in any Claim Determination Period are less than the sum of:

- the benefits that would be payable under This Plan without applying this Coordination of Benefits provision; and
- the benefits that would be payable under all other Plans without applying Coordination of Benefits or similar provisions;

then We will reduce the benefits that would otherwise be payable under This Plan. The sum of these reduced benefits plus all benefits payable for such Allowable Expenses under all other Plans will not exceed the total of the Allowable Expenses. Benefits payable under all other Plans include all benefits that would be payable if the proper claims had been made on time.

RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

We need certain information to apply the Coordination of Benefits rules. We have the right to decide which facts We need. We may get facts from or give them to any other organization or person. We do not need to tell, or get the consent of, any person or organization to do this. To obtain all benefits available, a covered person who incurs Allowable Expenses should file a claim under each Plan which covers the person. Each person claiming benefits under This Plan must give us any facts We need to pay the claim.

FACILITY OF PAYMENT

A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, We may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term "payment made" includes benefits provided in the form of services, in which case We may pay the reasonable cash value of the benefits provided in the form of services.

RIGHT OF RECOVERY

If the amount We pay is more than We should have paid under this Coordination of Benefits provision, We may recover the excess from one or more of:

- the person We have paid or for whom We have paid;
- insurance companies; or
- other organizations.

The amount of the payment includes the reasonable cash value of any benefits provided in the form of services.

FILING A CLAIM

For Dental Insurance, all claim forms needed to file for benefits under the group insurance program can be obtained by calling MetLife at 1-800-438-6388. Dental claim forms can also be downloaded from www.metlife.com/dental. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

CLAIMS FOR DENTAL INSURANCE BENEFITS

When a claimant files a claim for Dental Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 90 days of the date of a loss.

Claim and Proof may be given to Us by following the steps set forth below:

Step 1

A claimant can request a claim form by calling Us at 1-800-438-6388.

Step 2

We will send a claim form to the claimant within 15 days of the request. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

Step 3

When the claimant receives the claim form the claimant should fill it out as instructed and return it with the required Proof described in the claim form.

Step 4

The claimant must give Us Proof not later than 90 days after the date of the loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

Time Limit on Legal Actions For Dental Insurance. A legal action on a claim for Dental Insurance benefits may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

DENTAL INSURANCE: PROCEDURES FOR DENTAL CLAIMS

Procedures for Presenting Claims for Dental Insurance Benefits

All claim forms needed to file for Dental Insurance benefits under the group insurance program can be obtained from the Employer who can also answer questions about the insurance benefits and to assist You or, if applicable, Your beneficiary in filing claims. Dental claim forms can also be downloaded from www.metlife.com/dental. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Routine Questions on Dental Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-800-438-6388.

Claim Submission

For claims for Dental Insurance benefits, the claimant must complete the appropriate claim form and submit the required Proof as described in the FILING A CLAIM section of the certificate.

Claim forms must be submitted in accordance with in accordance with the instructions on the claim form.

Initial Determination

After You submit a claim for Dental Insurance benefits to MetLife, MetLife will review Your claim and notify You of its decision to approve or deny Your claim.

Such notification will be provided to You within a 30 day period from the date You submitted Your claim; except for situations requiring an extension of time of up to 15 days because of matters beyond the control of the Plan. If MetLife needs such an extension, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because You did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to notify You as to its claim decision. You will have 45 days to provide the requested information from the date You receive the notice requesting further information from MetLife.

If MetLife denies Your claim in whole or in part, the notification of the claims decision will state the reason why Your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criterion was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge.

Appealing the Initial Determination

If MetLife denies Your claim, You may take two appeals of the initial determination. Upon Your written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- Whether the appeal is the first or second appeal of the initial determination
- An explanation why You are appealing the initial determination.

DENTAL INSURANCE: PROCEDURES FOR DENTAL CLAIMS (CONTINUED)

As part of each appeal, You may submit any written comments, documents, records, or other information relating to Your claim.

After MetLife receives Your written request appealing the initial determination or determination on the first appeal, MetLife will conduct a full and fair review of Your claim. Deference will not be given to initial denials, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of dentistry involved in the judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify You in writing of its final decision within 30 days after MetLife's receipt of Your written request for review, except that under special circumstances MetLife may have up to an additional 30 days to provide written notification of the final decision. If such an extension is required, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason(s) why such an extension is needed, and state when it will make its determination.

If MetLife denies the claim on appeal, MetLife will send You a final written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge. Upon written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim.

GENERAL PROVISIONS

Assignment

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law.

Upon receipt of a Covered Service, You may assign Dental Insurance benefits to the Dentist providing such service.

Dental Insurance: Who We Will Pay

If You assign payment of Dental Insurance benefits to Your or Your Dependent's Dentist, We will pay benefits directly to the Dentist. Otherwise, We will pay Dental Insurance benefits to You.

Entire Contract

Your insurance is provided under a contract of group insurance with the Employer. The entire contract with the Employer is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Employer's application; and
3. any amendments and/or endorsements to the Group Policy.

The Employer has a copy of the entire contract. You may examine it at a reasonably accessible location.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

Overpayments

Recovery of Dental Insurance Overpayments

We have the right to recover any amount that We determine to be an overpayment, whether for services received by You or Your Dependents.

An overpayment occurs if We determine that:

- the total amount paid by Us on a claim for Dental Insurance is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

GENERAL PROVISIONS (continued)

If such overpayment occurs, You have an obligation to reimburse Us.

How We Recover Overpayments

We may recover the overpayment from You by:

- stopping or reducing any future benefits payable for Dental Insurance;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

"THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION"



Delaware American Life Insurance Company
MetLife Health Plans, Inc.
MetLife Legal Plans, Inc.
MetLife Legal Plans of Florida, Inc.
Metropolitan General Insurance Company

Metropolitan Life Insurance Company
Metropolitan Tower Life Insurance Company
SafeGuard Health Plans, Inc.
SafeHealth Life Insurance Company

Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally.

SECTION 1: Plan Sponsors and Group Insurance Contract Holders

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, as an executive benefit, or as otherwise made available at your work or through an association to which you belong. In this notice "you" refers to these individuals.

SECTION 2: Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

SECTION 3: Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life insurers, a legal plans company and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

SECTION 4: How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB, LLC ("MIB"). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB's

file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB, LLC, 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at www.mib.com.

SECTION 5: Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
 - perform business research
 - market new products to you
 - comply with applicable laws
 - process claims and other transactions
 - confirm or correct your information
 - help us run our business
-

SECTION 6: Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
 - telling another company what we know about you if we are selling or merging any part of our business
 - giving information to a governmental agency so it can decide if you are eligible for public benefits
 - giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
 - giving your information to your health care provider
 - having a peer review organization evaluate your information, if you have health coverage with us
 - those listed in our "Using Your Information" section above
-

SECTION 7: HIPAA

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at www.MetLife.com. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS@metlife.com, or call us at telephone number (212) 578-0299.

SECTION 8: Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. We will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

SECTION 9: Questions

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. A detailed notice shall be furnished to you upon request. When you write, include your name, address, and policy or account number.

Send privacy questions to:

MetLife Privacy Office
P. O. Box 489
Warwick, RI 02887-9954
privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.



HIPAA Notice of Privacy Practices for Protected Health Information

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED
AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

PLEASE REVIEW IT CAREFULLY.

Dear MetLife Customer:

This is your Health Information Privacy Notice from Metropolitan Life Insurance Company or a member of the MetLife, Inc. family of companies, which includes SafeGuard Health Plans, Inc., SafeHealth Life Insurance Company, and Delaware American Life Insurance Company (collectively, "**MetLife**"). **Please read it carefully.** You have received this notice because of your Dental, Vision, Long-Term Care, Cancer and Specified Disease Expense Insurance, or Health coverage with us (your "**Coverage**"). MetLife strongly believes in protecting the confidentiality and security of information we collect about you. This notice refers to MetLife by using the terms "us," "we," or "our."

This notice describes how we protect the personal health information we have about you which relates to your MetLife Coverage ("**Protected Health Information**" or "**PHI**"), and how we may use and disclose this information. PHI includes individually identifiable information which relates to your past, present or future health, treatment or payment for health care services. This notice also describes your rights with respect to the PHI and how you can exercise those rights.

We are required to provide this notice to you by the Health Insurance Portability and Accountability Act ("**HIPAA**"). For additional information regarding our HIPAA Medical Information Privacy Policy or our general privacy policies, please see the privacy notices contained at our website, www.metlife.com. You may submit questions to us there or you may write to us directly at MetLife, Americas – U.S. HIPAA Privacy Office, P.O. Box 902, New York, NY 10159-0902.

NOTICE SUMMARY

The following is a brief summary of the topics covered in this HIPAA notice. Please refer to the full notice below for details.

As allowed by law, we may **use** and **disclose** PHI to:

- make, receive, or collect payments;
- conduct health care operations;
- administer benefits by sharing PHI with affiliates and Business Associates;
- assist plan sponsors in administering their plans; and
- inform persons who may be involved in or paying for another's health care.

In addition, we may use or disclose PHI:

- where required by law or for public health activities;
- to avert a serious threat to health or safety;
- for health-related benefits or services;
- for law enforcement or specific government functions;
- when requested as part of a regulatory or legal proceeding; and
- to provide information about deceased persons to coroners, medical examiners, or funeral directors.

You have the right to:

- receive a copy of this notice;
- inspect and copy your PHI, or receive a copy of your PHI;
- amend your PHI if you believe the information is incorrect;
- obtain a list of disclosures we made about you (except for treatment, payment, or health care operations);

- ask us to restrict the information we share for treatment, payment, or health care operations;
- request that we communicate with you in a confidential manner; and
- complain to us or the U.S. Department of Health and Human Services if you believe your privacy rights have been violated.

We are required by law to:

- maintain the privacy of PHI;
- provide this notice of our legal duties and privacy practices with respect to PHI;
- notify affected individuals following a breach of unsecured PHI; and
- follow the terms of this notice.

NOTICE DETAILS

We protect your PHI from inappropriate use or disclosure. Our employees, and those of companies that help us service your MetLife Coverage, are required to comply with our requirements that protect the confidentiality of PHI. They may look at your PHI only when there is an appropriate reason to do so, such as to administer our products or services.

Except in the case of Long-Term Care Coverage, we will **not use or disclose** PHI that is genetic information for underwriting purposes. For example, we will not use information from a genetic test (such as DNA or RNA analysis) of an individual or an individual's family members to determine eligibility, premiums or contribution amounts under your Coverage.

We will **not sell or disclose** your PHI to any other company for their use in marketing their products to you. However, as described below, we will use and disclose PHI about you for business purposes relating to your Coverage.

The main reasons we may **use** and **disclose** your PHI are to evaluate and process any requests for coverage and claims for benefits you may make or in connection with other health-related benefits or services that may be of interest to you. The following describe these and other uses and disclosures.

- **For Payment:** We may use and disclose PHI to pay benefits under your Coverage. For example, we may review PHI contained in claims to reimburse providers for services rendered. We may also disclose PHI to other insurance carriers to coordinate benefits with respect to a particular claim. Additionally, we may disclose PHI to a health plan or an administrator of an employee welfare benefit plan for various payment-related functions, such as eligibility determination, audit and review, or to assist you with your inquiries or disputes.

- **For Health Care Operations:** We may also use and disclose PHI for our insurance operations. These purposes include evaluating a request for our products or services, administering those products or services, and processing transactions requested by you.

- **To Affiliates and Business Associates:** We may disclose PHI to Affiliates and to business associates outside of the MetLife family of companies if they need to receive PHI to provide a service to us and will agree to abide by specific HIPAA rules relating to the protection of PHI. Examples of business associates are: billing companies, data processing companies, companies that provide general administrative services, health information organizations, e-prescribing gateways, or personal health record vendors that provide services to covered entities. PHI may be disclosed to reinsurers for underwriting, audit or claim review reasons. PHI may also be disclosed as part of a potential merger or acquisition involving our business in order that the parties to the transaction may make an informed business decision.

- **To Plan Sponsors:** We may disclose summary health information such as claims history or claims expenses to a plan sponsor to enable it to obtain premium bids from health plans, or to modify, amend or terminate a group health plan. We may also disclose PHI to a plan sponsor to help administer its plan if the plan sponsor agrees to restrict its use and disclosure of PHI in accordance with federal law.

- **To Individuals Involved in Your Care:** We may disclose your PHI to a family member or other individual who is involved in your health care or payment of your health care. For example, we may disclose PHI to a covered family member whom you have authorized to contact us regarding payment of a claim.

- **Where Required by Law or for Public Health Activities:** We disclose PHI when required by federal, state or local law. Examples of such mandatory disclosures include notifying state or local health authorities regarding particular communicable diseases, or providing PHI to a governmental agency or regulator with health care oversight responsibilities.

- **To Avert a Serious Threat to Health or Safety:** We may disclose PHI to avert a serious threat to someone's health or safety. We may also disclose PHI to federal, state or local agencies engaged in disaster relief, as well as to private disaster relief or disaster assistance agencies to allow such entities to carry out their responsibilities in specific disaster situations.

- **For Health-Related Benefits or Services:** We may use your PHI to provide you with information about benefits available to you under your current coverage or policy and, in limited situations, about health-related products or services that may be of

interest to you. However, we will not send marketing communications to you in exchange for financial remuneration from a third party without your authorization.

- **For Law Enforcement or Specific Government Functions:** We may disclose PHI in response to a request by a law enforcement official made through a court order, subpoena, warrant, summons or similar process. We may disclose PHI about you to federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

- **When Requested as Part of a Regulatory or Legal Proceeding:** If you or your estate are involved in a lawsuit or a dispute, we may disclose PHI about you in response to a court or administrative order. We may also disclose PHI about you in response to a subpoena, discovery request, or other lawful process, but only if efforts have been made to tell you about the request or to obtain an order protecting the PHI requested. We may disclose PHI to any governmental agency or regulator with whom you have filed a complaint or as part of a regulatory agency examination.

- **PHI about Deceased Individuals:** We may release PHI to a coroner or medical examiner to assist in identifying a deceased individual or to determine the cause of death. In addition, we may disclose a deceased's person's PHI to a family member or individual involved in the care or payment for care of the deceased person unless doing so is inconsistent with any prior expressed preference of the deceased person which is known to us.

- **Other Uses of PHI:** Other uses and disclosures of PHI not covered by this notice and permitted by the laws that apply to us will be made only with your written authorization or that of your legal representative. If we are authorized to use or disclose PHI about you, you or your legally authorized representative may revoke that authorization in writing at any time, except to the extent that we have taken action relying on the authorization or if the authorization was obtained as a condition of obtaining your Coverage. You should understand that we will not be able to take back any disclosures we have already made with authorization.

Your Rights Regarding Protected Health Information That We Maintain About You

The following are your various rights as a consumer under HIPAA concerning your PHI. Should you have questions about or wish to exercise a specific right, please contact us in writing at the applicable Contact Address listed on the last page.

- **Right to Inspect and Copy Your PHI:** In most cases, you have the right to inspect and obtain a copy

of the PHI that we maintain about you. If we maintain the requested PHI electronically, you may ask us to provide you with the PHI in electronic format, if readily producible; or, if not, in a readable electronic form and format agreed to by you and us. To receive a copy of your PHI, you may be charged a fee for the costs of copying, mailing, electronic media, or other supplies associated with your request. You may also direct us to send the PHI you have requested to another person designated by you, so long as your request is in writing and clearly identifies the designated individual. However, certain types of PHI will not be made available for inspection and copying. This includes psychotherapy notes or PHI collected by us in connection with, or in reasonable anticipation of, any claim or legal proceeding. In very limited circumstances, we may deny your request to inspect and obtain a copy of your PHI. If we do, you may request that the denial be reviewed. The review will be conducted by an individual chosen by us who was not involved in the original decision to deny your request. We will comply with the outcome of that review.

- **Right to Amend Your PHI:** If you believe that your PHI is incorrect or that an important part of it is missing, you have the right to ask us to amend your PHI while it is kept by or for us. You must specify the reason for your request. We may deny your request if it is not in writing or does not include a reason that supports the request. In addition, we may deny your request if you ask us to amend PHI that:

- is accurate and complete;
- was not created by us, unless the person or entity that created the PHI is no longer available to make the amendment;
- is not part of the PHI kept by or for us; or
- is not part of the PHI which you would be permitted to inspect and copy.

- **Right to a List of Disclosures:** You have the right to request a list of the disclosures we have made of your PHI. This list will not include disclosures made for treatment, payment, health care operations, purposes of national security, to law enforcement, to corrections personnel, pursuant to your authorization, or directly to you. To request this list, you must submit your request in writing. Your request must state the time period for which you want to receive a list of disclosures. You may only request an accounting of disclosures for a period of time less than six years prior to the date of your request. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be free. We may charge you for responding to any additional requests. We will notify you of the cost involved, and you may choose to withdraw or modify your request at that time before you incur any cost.

- **Right to Request Restrictions:** You have the right to request a restriction or limitation on PHI we

Use or disclose about you for treatment, payment, or health care operations, or that we disclose to someone who may be involved in your care or payment for your care, like a family member or friend. While we will consider your request, **we are not required to agree to it.** If we do agree to it, we will comply with your request. To request a restriction, you must make your request in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse or parent). We will not agree to restrictions on PHI uses or disclosures that are legally required, or which are necessary to administer our business.

- **Right to Request Confidential**

Communications: You have the right to request that we communicate with you about PHI in a certain way or at a certain location if you tell us that communication in another manner may endanger you. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing and specify how or where you wish to be contacted. We will accommodate all reasonable requests.

- **Contact Addresses:** If you have any questions about a specific individual right or you want to exercise one of your individual rights, please submit your request in writing to the address below which applies to your Coverage:

MetLife or SafeGuard Dental & Vision
P.O. Box 14587
Lexington, KY 40512-4587

MetLife LTC Privacy Coordinator
1300 Hall Boulevard, 3rd Floor
Bloomfield, CT 06002

Delaware American Life Insurance
Company
MetLife Worldwide Benefits
P.O. Box 1449
Wilmington, DE 19899-1449

Cancer and Specified Disease
Expense Insurance
c/o Bay Bridge Administrators, LLC
P.O. Box 161690
Austin, TX 78716

- **Right to File a Complaint:** If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with us, please contact MetLife, Americas – U.S. HIPAA Privacy Office, P.O. Box 902, New York, NY 10159-0902. All complaints must be submitted in writing. You will not be penalized for filing a complaint. If you have questions as to how to file a complaint, please contact us at telephone number (212) 578-0299 or at HIPAAprivacyAmericasUS@metlife.com.

ADDITIONAL INFORMATION

Changes to This Notice: We reserve the right to change the terms of this notice at any time. We reserve the right to make the revised or changed notice effective for PHI we already have about you, as well as any PHI we receive in the future. The effective date of this notice and any revised or changed notice may be found on the last page, on the bottom right-hand corner of the notice. You will receive a copy of any revised notice from MetLife by mail or by e-mail, if e-mail delivery is offered by MetLife and you agree to such delivery.

Further Information: You may have additional rights under other applicable laws. For additional information regarding our HIPAA Medical Information Privacy Policy or our general privacy policies, please e-mail us at HIPAAprivacyAmericasUS@metlife.com or call us at telephone number (212) 578-0299, or write us at:

MetLife, Americas
U.S. HIPAA Privacy Office
P.O. Box 902
New York, NY 10159-0902

PLAN PRIVACY INFORMATION

Notwithstanding any other Plan provision in this or other sections of the Plan, the Plan will operate in accordance with the HIPAA privacy laws and regulations as set forth in 45 CFR Parts 160 and 164, and as they may be amended ("HIPAA"), with respect to protected health information ("PHI") as that term is defined therein. The Plan Administrator and/or his or her designee retains full discretion in interpreting these rules and applying them to specific situations. All such decisions shall be given full deference unless the decision is determined to be arbitrary and capricious.

The term "Plan Sponsor" means City of Cottage Grove.

The term "Plan Administrator" means the entity designated as Plan Administrator by the Plan documents pursuant to which the plan is operated. If a Plan Administrator is not designated by the plan documents, the Plan Sponsor shall be deemed to be the Plan Administrator.

I. Permitted Uses and Disclosures of PHI by the Plan and the Plan Sponsor

The Plan and the Plan Sponsor are permitted to use and disclose PHI for the following purposes, to the extent they are not inconsistent with HIPAA:

- For general plan administration, including policyholder service functions, enrollment and eligibility functions, reporting functions, auditing functions, financial and billing functions, to assist in the administration of a consumer dispute or inquiry, and any other authorized insurance or benefit function.
- As required for computer programming, consulting or other work done in respect to the computer programs or systems utilized by the Plan.
- Other uses relating to plan administration, which are approved in writing by the Plan Administrator or Plan Privacy Officer.
- At the request of an individual, to assist in resolving claims the individual may have with respect to benefits under the Plan.

II. Uses and Disclosures of PHI by the Plan and the Plan Sponsor for Required Purposes

The Plan and Plan Sponsor may use or disclose PHI for the following required purposes:

- Judicial and administrative proceedings, in response to lawfully executed process, such as a court order or subpoena.
- For public health and health oversight activities, and other governmental activities accompanied by lawfully executed process.
- As otherwise may be required by law.

III. Sharing of PHI With the Plan Sponsor

As a condition of the Plan Sponsor receiving PHI from the Plan, the Plan Documents have been amended to incorporate the following provisions, under which the Plan Sponsor agrees to:

- Not use or further disclose PHI other than as permitted or required by the plan documents in Sections I and II above;
- Ensure that any agents to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor;

- Not use or disclose PHI for employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- Report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures of which it becomes aware;
- Make PHI available to Plan participants for the purposes of the rights of access and inspection, amendment, and accounting of disclosures as required by HIPAA;
- Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance by the Plan with HIPAA;
- If feasible, return or destroy all PHI received from the Plan that the sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
- Ensure that adequate separation between the Plan and Plan Sponsor is established in accordance with the following requirements:

(A) Employees to be Given Access to PHI: The following employees (or class of employees) of the Plan Sponsor are the only individuals that may access PHI provided by the Plan:

Human Resources Manager

(B) Restriction to Plan Administration Functions: The access to and use of PHI by the employees of the Plan Sponsor designated above will be limited to plan administration functions that the Plan Sponsor performs for the Plan.

(C) Mechanism for Resolving issues of Noncompliance: If the Plan Administrator or Privacy Officer determines that an employee of the Plan Sponsor designated above has acted in noncompliance with the plan document provisions outlined above, then the Plan Administrator or Privacy Officer shall take or seek to have taken appropriate disciplinary action with respect to that employee, up to and including termination of employment as appropriate. The Plan Administrator or Privacy Officer shall also document the facts of the violation, actions that have been taken to discipline the offending party and the steps taken to prevent future violations.

Certify to the Plan, prior to the Plan permitting disclosure of PHI to the Plan Sponsor, that the Plan Documents have been amended to incorporate the provisions in this Section.

IV. Participants Rights

Participants and their covered dependents will have the rights set forth in the Plan's or its dental insurer's HIPAA Notice of Privacy Practices for Protected Health Information and any other rights and protections required under the HIPAA. The Notice may periodically be revised by the Plan or its dental insurer.

V. Privacy Complaints/Issues

All complaints or issues raised by Plan participants or their covered dependents in respect to the use of their PHI must be submitted in writing to the Plan Administrator. A response will be made within 30 days of the receipt of the written complaint. In the event more time is required to resolve any issues this period can be extended to 90 days. The affected participant must receive written notice of the extension and the resolution of their complaint. The Plan Administrator shall have full discretion in resolving the complaint and making any required interpretations and factual determinations. The decision of the Plan Administrator shall be final and be given full deference by all parties.

VI. Security

As a condition of the Plan Sponsor receiving electronic PHI (“ePHI”) from the Plan, the Plan Documents have been amended to incorporate the following provisions, under which the Plan Sponsor agrees to:

- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- Ensure that the adequate separation between the Plan and the Plan Sponsor, which is required by the applicable section(s) of the Plan relating to the sharing of PHI with the Plan Sponsor, is supported by reasonable and appropriate security measures;
- Ensure that any agent to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect the information; and
- Report to the Plan any security incident of which it becomes aware. In this context, the term “security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in information systems such as hardware, software, information, data, applications, communications, and people.

Uniformed Services Employment And Reemployment Rights Act

This section describes the right that you may have to continue coverage for yourself and your covered dependents under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Continuation of Group Dental Insurance:

If you take a leave from employment for “service in the uniformed services,” as that term is defined in USERRA, and as a consequence your dental insurance coverage under your employer’s group dental insurance policy ends, you may elect to continue dental insurance for yourself and your covered dependents, for a limited period of time, as described below.

The law requires that your employer notify you of your rights, benefits and obligations under USERRA including instructions on how to elect to continue insurance, the amount and procedure for payment of premium. If permitted by USERRA, your employer may require that you elect to continue coverage within a period of time specified by your employer.

You may be responsible for payment of the required premium to continue insurance. If your leave from employment for service in the uniformed services lasts less than 31 days, your required premium will be no more than the amount you were required to pay for dental insurance before the leave began; for a leave lasting 31 or more days, you may be required to pay up to 102% of the total dental insurance premium, including any amount that your employer was paying before the leave began.

You and your covered dependents insurance that is continued pursuant to USERRA will end on the earliest of the following:

- the end of 24 consecutive months from the date your leave from employment for service in the uniformed services begins; or
- the day after the date on which you fail to apply for, or return to employment, in accordance with USERRA.

You and your covered dependent may become entitled to continuation of coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) while you have dental insurance coverage under your employer’s group dental insurance policy pursuant to USERRA. Contact your employer for more information.

The following addenda apply to residents of New Hampshire.

NOTICE FOR RESIDENTS OF NEW HAMPSHIRE

These notices are being provided to you pursuant to New Hampshire law.

Patient's Bill of Rights

- I. The patient shall be treated with consideration, respect, and full recognition of the patient's dignity and individuality, including privacy in treatment and personal care and including being informed of the name, licensure status, and staff position of all those with whom the patient has contact, pursuant to RSA 151:3-b.
- II. The patient shall be fully informed of a patient's rights and responsibilities and of all procedures governing patient conduct and responsibilities. This information must be provided orally and in writing before or at admission, except for emergency admissions. Receipt of the information must be acknowledged by the patient in writing. When a patient lacks the capacity to make informed judgments the signing must be by the person legally responsible for the patient.
- III. The patient shall be fully informed in writing in language that the patient can understand, before or at the time of admission and as necessary during the patient's stay, of the facility's basic per diem rate and of those services included and not included in the basic per diem rate. Also, because the patient has the right to receive information from the facility and to discuss the benefits, risks, and costs of appropriate treatment alternatives, except for emergency admissions, every uninsured patient and prospective patient shall be fully informed in writing, upon his or her request, of the expected list price for services. A statement of services that are not normally covered by Medicare or Medicaid shall also be included in this disclosure.
- IV. The patient shall be fully informed by a health care provider of his or her medical condition, health care needs, and diagnostic test results, including the manner by which such results will be provided and the expected time interval between testing and receiving results, unless medically inadvisable and so documented in the medical record, and shall be given the opportunity to participate in the planning of his or her total care and medical treatment, to refuse treatment, and to be involved in experimental research upon the patient's written consent only. For the purposes of this paragraph "health care provider" means any person, corporation, facility, or institution either licensed by this state or otherwise lawfully providing health care services, including, but not limited to, a physician, hospital or other health care facility, dentist, nurse, optometrist, podiatrist, physical therapist, or psychologist, and any officer, employee, or agent of such provider acting in the course and scope of employment or agency related to or supportive of health care services.
- V. The patient shall be transferred or discharged after appropriate discharge planning only for medical reasons, for the patient's welfare or that of other patients, if the facility ceases to operate, or for nonpayment for the patient's stay, except as prohibited by Title XVIII or XIX of the Social Security Act. No patient shall be involuntarily discharged from a facility because the patient becomes eligible for Medicaid as a source of payment.
- VI. The patient shall be encouraged and assisted throughout the patient's stay to exercise the patient's rights as a patient and citizen. The patient may voice grievances and recommend changes in policies and services to facility staff or outside representatives free from restraint, interference, coercion, discrimination, or reprisal.
- VII. The patient shall be permitted to manage the patient's personal financial affairs. If the patient authorizes the facility in writing to assist in this management and the facility so consents, the assistance shall be carried out in accordance with the patient's rights under this subdivision and in conformance with state law and rules.
- VIII. The patient shall be free from emotional, psychological, sexual and physical abuse and from exploitation, neglect, corporal punishment and involuntary seclusion.
- IX. The patient shall be free from chemical and physical restraints except when they are authorized in writing by a physician for a specific and limited time necessary to protect the patient or others from injury. In an emergency, restraints may be authorized by the designated professional staff member in order to protect the patient or others from injury. The staff member must promptly report such action to the physician and document same in the medical records.

NOTICE FOR RESIDENTS OF NEW HAMPSHIRE (continued)

- X. The patient shall be ensured confidential treatment of all information contained in the patient's personal and clinical record, including that stored in an automatic data bank, and the patient's written consent shall be required for the release of information to anyone not otherwise authorized by law to receive it. Medical information contained in the medical records at any facility licensed under this chapter shall be deemed to be the property of the patient. The patient shall be entitled to a copy of such records upon request. The charge for the copying of a patient's medical records shall not exceed \$15 for the first 30 pages or \$.50 per page, whichever is greater; provided, that copies of filmed records such as radiograms, x-rays, and sonograms shall be copied at a reasonable cost.
- XI. The patient shall not be required to perform services for the facility. Where appropriate for therapeutic or diversional purposes and agreed to by the patient, such services may be included in a plan of care and treatment.
- XII. The patient shall be free to communicate with, associate with, and meet privately with anyone, including family and resident groups, unless to do so would infringe upon the rights of other patients. The patient may send and receive unopened personal mail. The patient has the right to have regular access to the unmonitored use of a telephone.
- XIII. The patient shall be free to participate in activities of any social, religious, and community groups, unless to do so would infringe upon the rights of other patients.
- XIV. The patient shall be free to retain and use personal clothing and possessions as space permits, provided it does not infringe on the rights of other patients.
- XV. The patient shall be entitled to privacy for visits and, if married, to share a room with his or her spouse if both are patients in the same facility and where both patients consent, unless it is medically contraindicated and so documented by a physician. The patient has the right to reside and receive services in the facility with reasonable accommodation of individual needs and preferences, including choice of room and roommate, except when the health and safety of the individual or other patients would be endangered.
- XVI. The patient shall not be denied appropriate care on the basis of age, sex, gender identity, sexual orientation, race, color, marital status, familial status, disability, religion, national origin, source of income, source of payment, or profession.
- XVII. The patient shall be entitled to be treated by the patient's physician of choice, subject to reasonable rules and regulations of the facility regarding the facility's credentialing process.
- XVIII. The patient shall be entitled to have the patient's parents, if a minor, or spouse, or next of kin, unmarried partner or a personal representative chosen by the patient, if an adult, visit the facility, without restriction, if the patient is considered terminally ill by the physician responsible for the patient's care.
- XIX. The patient shall be entitled to receive representatives of approved organizations as provided in RSA 151:28.
- XX. The patient shall not be denied admission to the facility based on Medicaid as a source of payment when there is an available space in the facility.
- XXI. Subject to the terms and conditions of the patient's insurance plan, the patient shall have access to any provider in his or her insurance plan network and referral to a provider or facility within such network shall not be unreasonably withheld pursuant to RSA 420-J:8, XIV.

NOTICE FOR RESIDENTS OF NEW HAMPSHIRE

This notice is being provided to you pursuant to New Hampshire law.

CONTINUATION OF DENTAL INSURANCE ON YOU

If You are a resident of New Hampshire, Your Dental Insurance may be continued if it would otherwise end for any reason except solely due to Your employment ending on account of gross misconduct.

Metropolitan Life Insurance Company ("MetLife") will give You written notice of:

- Your right to continue Your Dental Insurance;
- the amount of premium payment that is required to continue Your Dental Insurance;
- the manner in which You must request to continue Your Dental Insurance and pay premiums; and
- the date by which premium payments will be due.

The written notice will be mailed to Your last known address, as provided by the Employer.

The premium that You must pay for Your continued Dental Insurance may include:

- any amount that You contributed for Your Dental Insurance before it ended;
- any amount the Employer paid; and
- an administrative charge which will not to exceed two percent of the rest of the premium.

You will have 45 days after the date of the notice to elect to continue Your Dental Insurance. If You elect to continue Your Dental Insurance, You must provide a copy of this written notice to the Employer when the election is made.

To continue Your Dental Insurance, You must, within 45 days after the date of the notice:

- send a written request to MetLife to continue Your Dental Insurance; and
- pay the first premium.

If Dental Insurance ends because the Group Policy ends, the maximum continuation period will be 39 weeks.

If Dental Insurance ends for any other reason, the maximum continuation period will be the longest of:

- 36 months if Your employment ends because You retire, and within 12 months of retirement You have a substantial loss of coverage because the Employer files for bankruptcy protection under Title 11 of the United States Code;
- 29 months if You become entitled to disability benefits under Social Security within 60 days of the date You cease to be a member of an eligible class; or
- 18 months in all other cases.

Your continued Dental Insurance will end on the earliest of the following to occur:

- the end of the maximum continuation period;
- the date this Dental Insurance is changed to end Dental Insurance for the class of employees to which You belong;
- if You are eligible for Medicare, the date of the first Medicare open enrollment period following the date You become ineligible for continued coverage under the Employer's plan;
- the date You become eligible for coverage under any other group dental coverage; or
- if You do not pay the required premium to continue Your Dental Insurance. If You do not pay the required premium, You will be given a 31 day grace period before Your Dental Insurance terminates. You will be provided with a notice within 15 days of the date of termination that Your Dental Insurance will be cancelled if the required premium is not paid.

NOTICE FOR RESIDENTS OF NEW HAMPSHIRE (continued)

CONTINUATION OF DENTAL INSURANCE ON YOUR DEPENDENTS

If You are a resident of New Hampshire, Your Dental Insurance on Your Dependents may be continued if it would otherwise end for any reason except solely due to Your employment ending on account of gross misconduct.

MetLife will give written notice of the right to elect continuation coverage to Your former Spouse if You have died or Your marriage has ended, or to You in all other circumstances.

Notices

If Dental Insurance on Your Dependents ends because Your marriage ends in divorce or legal separation, You must notify the Employer, in writing, within 30 days of the date of the divorce decree or separation agreement that the divorce or separation has occurred.

MetLife will give Your former Spouse if You have died or Your marriage has ended, written notice of:

- Your right to continue Your Dental Insurance on Your Dependents;
- the amount of premium payment that is required to continue Your Dental Insurance on Your Dependents;
- the manner in which You or Your former Spouse must request to continue Your Dental Insurance on Your Dependents and pay premiums; and
- the date by which premium payments will be due.

Premium Contributions

The contribution that You or Your former Spouse must pay for continued Dental Insurance on Your Dependents may include:

- any amount that You contributed for Your Dental Insurance before it ended; and
- any amount the Employer paid.

To continue Dental Insurance if Your marriage has ended, You or Your former Spouse must, within 45 days after the date of the notice:

- send a written request to MetLife to continue Dental Insurance on Your Dependents; and
- pay the first premium.

You must notify MetLife and the Employer of the mailing address of your former Spouse. MetLife will provide Your former Spouse with a separate notice of the right to continue insurance.

Your right to continue Dental Insurance on Your Dependents will be deemed waived if MetLife has made reasonable efforts in good faith to contact You or Your former Spouse, if applicable; such notice complies with applicable New Hampshire law; and such person:

- fails to provide any required notification; or
- fails to request to continue Dental Insurance on Your Dependents and pay the first premium within the time limits stated in this section.

NOTICE FOR RESIDENTS OF NEW HAMPSHIRE (continued)

CONTINUATION OF DENTAL INSURANCE ON YOUR DEPENDENTS (continued)

Divorce Decree or Legal Separation Decree

Unless your divorce decree or legal separation decree provides otherwise, Your former Spouse shall remain as a covered person under Your insurance under this Policy if your marriage ends in divorce or legal separation.

You must notify MetLife within 30 days of the date of the final decree of divorce or legal separation of the right to continue coverage as an eligible person.

Your former Spouse's coverage under Your insurance under this subsection shall end on the first of the following:

- (1) The 3-year anniversary of the final decree of divorce or legal separation, unless the decree specifies an earlier ending;
- (2) The date of remarriage of Your former Spouse;
- (3) The date of Your remarriage;
- (4) Your death; or
- (5) Such earlier time as provided by the final decree of divorce or legal separation.

If Your former Spouse's coverage under your insurance ends due to (2) Your former spouse's remarriage, there shall be no further continuation. However, if Your former Spouse's coverage under your insurance ends due to (1), (3), (4), or (5), Your former Spouse will be able to continue coverage under their own insurance under this policy in accordance with the subsection below entitled Maximum Continuation Period

Maximum Continuation Period

If Dental Insurance on Your Dependents ends because the Group Policy ends, the maximum continuation period will be 39 weeks.

If Dental Insurance on Your Dependents ends for any other reason, the maximum continuation period will be the longest of the following that applies:

- for a former spouse whose coverage was continued under the above section "Divorce Decree or Legal Separation Decree", an additional 36 months beyond the date such continued coverage ends, unless that coverage ended due to remarriage of the former Spouse; however, for a Spouse who is 55 or older on the date of the final decree of divorce or legal separation, coverage will continue until the earlier of the date on which the former Spouse is eligible for Medicare or coverage under another employer's group policy;
- 36 months if Dental Insurance on Your Dependents ends because You die, except that with respect to a Spouse who is age 55 or older when You die, the maximum continuation period will end when Your surviving Spouse becomes eligible for Medicare or eligible for participation in another employer's group dental coverage;

NOTICE FOR RESIDENTS OF NEW HAMPSHIRE (continued)

CONTINUATION OF DENTAL INSURANCE ON YOUR DEPENDENTS (continued)

Maximum Continuation Period (Continued)

- 36 months with respect to a Dependent Child if Dental Insurance ends because the Child ceases to be a Dependent Child;
- 36 months if Your employment ends because You retire, and within 12 months of retirement You or Your Dependents have a substantial loss of coverage because the Employer files for bankruptcy protection under Title 11 of the United States Code;
- 29 months if the Covered Person becomes entitled to disability benefits under Social Security within 60 days of the date the Covered Person's coverage under the Group Policy would otherwise end; or
- 18 months in all other cases.

Cessation of Dental Insurance on Your Dependents

A Dependent's continued Dental Insurance will end on the earliest of the following to occur:

- the end of the maximum continuation period;
- the date this Dental Insurance is changed to end Dental Insurance for Dependents for the class of employees to which You belong;
- if the Dependent is eligible for Medicare, the date of the first Medicare open enrollment period following the date the Dependent becomes ineligible for continued coverage under the Employer's plan;
- the date the Dependent becomes eligible for coverage under any other group dental coverage; or
- if You do not pay a required premium to continue Dental Insurance on Your Dependents. If You do not pay the required premium, You will be given a 31 day grace period before Dental Insurance on Your Dependents terminates. You will be provided with a notice within 15 days of the date of termination that Dental Insurance on Your Dependents will be cancelled if the required premium is not paid.



The State of New Hampshire Insurance Department

21 South Fruit Street, Suite 14; Concord, NH 03301
Tel.: (603) 271-2261 Fax: (603) 271-1406 TDD Access Relay NH: 1-800-735-2964

CONSUMER GUIDE TO EXTERNAL APPEAL

What is an External Appeal?

New Hampshire law gives individuals who are covered by fully-insured, health or dental insurance plans the right to have a nationally-accredited, independent, medical review organization (IRO), which is not affiliated with his/her insurance company, review and assess whether the company's denial of a specific claim or requested service or treatment is justified. This type of review is available when a recommended service or treatment is denied on the basis that it does not meet the insurer's requirements for medical necessity, appropriateness, health care setting, and level of care or effectiveness. This review is often called Independent External Appeal, **External Appeal**, External Health Review or simply External Review.

What are the eligibility requirements for External Appeal?

To be eligible for External Appeal the following conditions must be met:

- The patient must have a fully-insured health or dental insurance plan.
- The service that is the subject of the appeal request must be either a) a covered benefit under the terms of the insurance policy or b) a treatment that may be a covered benefit.
- Unless the patient meets the requirements for Expedited External Review (see below), the patient must have completed the Internal Appeal process provided by the insurer and have received a final, written decision from the insurer relative to its review.
 - Exception #1: The patient does not need to meet this requirement, if the insurer agrees in writing to allow the patient to skip its Internal Appeal process.
 - Exception #2: If the patient requested an internal appeal from the insurer, but has not received a decision from the insurer within the required time frame, the patient may apply for External Appeal without having received the insurer's final, written decision.
- The patient must submit the request for External Appeal to the Department within 180 days from the date appearing on the insurance company's letter, denying the requested treatment or service at the final level of the company's Internal Appeals process.
- The patient's request for External Appeal may not be submitted for the purpose of pursuing a claim or allegation of healthcare provider malpractice, professional negligence, or other professional fault.

What types of health insurance are excluded from External Appeal?

In general, External Appeal is available for most health insurance coverage. Service denials relating to the following types of insurance coverage or health benefit programs are not reviewable under New Hampshire's External Appeal law:

- Medicaid (except for coverage provided under the NH Premium Assistance Program)
- The New Hampshire Children's Health Insurance Program (CHIP)
- Medicare
- All other government-sponsored health insurance or health services programs.
- Health benefit plans that are self-funded by employers
 - Note: Some self-funded plans provide external appeal rights which are administered by the employer.

Can someone else represent me in my External Appeal?

Yes. A patient may designate an individual, including the treating health care provider, as his/her representative. To designate a representative, the patient must complete Section II of the External Review Application Form entitled "Appointment of Authorized Representative."

Submitting the External Appeal:

To request an External Appeal, the patient or the designated representative must complete and submit the External Review Application Form, available on the Department's website (www.nh.gov/insurance), and all supporting documentation to the New Hampshire Insurance Department. There is no cost to the patient for an External Appeal.

Please submit the following documentation:

- The completed External Review Application Form - signed and dated on page 6.
- ** The Department cannot process this application without the required signature(s) **
- A photocopy of the front and back of the patient's insurance card or other evidence that the patient is insured by the insurance company named in the appeal.
- A copy of the insurance company's letter, denying the requested treatment or service at the final level of the company's internal appeals process.
- Any medical records, statements from the treating health care provider(s) or other information that you would like the review organization to consider in its review.
- If requesting an Expedited External Appeal, the Provider's Certification Form.

If you have questions about the application process or the documentation listed above, please call the Insurance Department at 1-800-852-3416.

Mailing Address:

New Hampshire Insurance Department
Attn: External Review Unit
21 South Fruit Street, Suite 14
Concord, NH 03301

Expedited External Review Applications

- → May be faxed to (603) 271-1406, or
- → Sent by overnight carrier to the Department's mailing address.

What is the Standard External Appeal Process and Time Frame for receiving a Decision?

It may take up to 60 days for the Independent Review Organization (IRO) to issue a decision in a Standard External Appeal.

- Within 7 business days after receiving your application form, the Insurance Department (the Department) will complete a preliminary review of your application to determine whether your request is complete and whether the case is eligible for external review.
 - If the request is not complete, the Department will inform the applicant what information or documents are needed in order to process the application. The applicant will have 10 calendar days to supply the required information or documents.
- If the request for external appeal is accepted, the Department will select and assign an IRO to conduct the external review and will provide a written notice of the acceptance and assignment to the applicant and the insurer.
- Within 10 calendar days after assigning your case to an IRO, the insurer must provide the applicant and the IRO a copy of all information in its possession relevant to the appeal.
- If desired, the applicant may submit additional information to the IRO by the 20th calendar day after the date the case was assigned to the selected IRO. During this period, the applicant may also present oral testimony via telephone conference to the IRO. However, oral testimony will be permitted only in cases where the Insurance Commissioner determines that it would not be feasible or appropriate to present only written information.
 - To request a “teleconference,” complete Section VII of the application form entitled “Request for a Telephone Conference” or contact the Department no later than 10 days after receiving notice of the acceptance of the appeal.
- By the 40th calendar day after the date the case was assigned to the selected Independent Review Organization, the IRO shall a) review all of the information and documents received, b) render a decision upholding or reversing the determination of the insurer, and c) notify in writing the applicant and the insurer of the IRO’s review decision.

What is an Expedited External Appeal?

Whereas a Standard External Appeal may take 60 days, Expedited External Appeal is available for those persons who would be significantly harmed by having to wait. An applicant may request expedited review by checking the appropriate box on the External Review Application Form and by providing a Provider’s Certification Form, in which the treating provider attests that in his/her medical opinion adherence to the time frame for standard review would seriously jeopardize the patient’s life or health or would jeopardize the patient’s ability to regain maximum function. Expedited reviews must be completed in 72 hours.

If the applicant is pursuing an internal appeal with the insurer and anticipates requesting an Expedited External Appeal, please call the Department at 800-852-3416 to speak with a consumer services officer, so that accommodations may be made to receive and process the expedited request as quickly as possible.

Please note a patient has the right to request an Expedited External Appeal simultaneously with the insurer’s Expedited Internal Appeal.

What happens when the Independent Review Organization makes its decision?

- If the appeal was an Expedited External Appeal, in most cases the applicant and insurer will be notified of the IRO's decision immediately by telephone or fax. Written notification will follow.
- If the appeal was a Standard External Appeal, the applicant and insurer will be notified in writing.
- The IRO's decision is binding on the insurer and is enforceable by the Insurance Department. The decision is also binding on the patient except that it does not prevent the patient from pursuing other remedies through the courts under federal or state law.

Have a question or need assistance?

**Staff at the Insurance Department is available to help.
Call 800-852-3416 to speak with a consumer services officer.**



The State of New Hampshire Insurance Department

21 South Fruit Street, Suite 14; Concord, NH 03301
Tel.: (603) 271-2261 Fax: (603) 271-1406 TDD Access Relay NH: 1-800-735-2964

INDEPENDENT EXTERNAL REVIEW Appealing a Denied Medical or Dental Claim

New Hampshire law gives individuals who are covered by fully-insured, health or dental insurance plans the right to have a nationally-accredited, independent, medical review organization (IRO), which is not affiliated with his/her health insurance company, review and assess whether the company's denial of a specific claim or requested service or treatment is justified. These reviews are available when a recommended service or treatment is denied on the basis that it does not meet the insurer's requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness. This review is called Independent External Appeal, External Health Review or simply **External Review**.

There is no cost to the patient for an external review.

To be eligible for **Standard External Review**, the patient must (1) have a fully-insured health or dental insurance plan, (2) have completed the insurer's internal appeal process, and (3) have received a final denial of services from the insurer. A standard external review must be submitted to the Insurance Department within 180 days of the insurance company's final denial and may take up to 60 days for the IRO to make its decision.

To be eligible for **Expedited External Review**, the patient must (1) have a fully-insured health or dental insurance plan, and (2) the treating provider must certify that delaying treatment will seriously jeopardize the life or health of the patient or will jeopardize the patient's ability to regain maximum function. IROs must complete expedited reviews within 72 hours. An expedited external review may be requested and processed at the same time the patient pursues an expedited internal appeal directly with the insurance company.

For more information about external reviews, see the Insurance Department's Consumer Guide to External Review, available at www.nh.gov/insurance, or call 800-852-3416 to speak with a Consumer Services Officer.

Have a question or need assistance?

**Staff at the Insurance Department is available to help.
Call 800-852-3416 to speak with a consumer services officer.**

SUBMITTING A REQUEST FOR EXTERNAL REVIEW

To request an external review, please provide the following documents to the New Hampshire Insurance Department at the address below:

- The enclosed, completed application form - signed and dated on page 6.
- ** The Department cannot process this application without the required signature(s) **
- A photocopy of the front and back of the patient's insurance card or other evidence that the patient is insured by the health or dental insurance company named in the appeal.
- A copy of the Health Insurance Company's letter, denying the requested treatment or service
- at the final level of the company's internal appeals process.
- Any medical records, statements from the treating health care provider(s) or other information that you would like the Independent Review Organization to consider in its review.
- If requesting an Expedited External Review, the treating Provider's Certification Form.

If you have questions about the application process or the documentation listed above, please call the Insurance Department at 1-800-852-3416.

Mailing Address:

New Hampshire Insurance Department Attn: External Review Unit
21 South Fruit Street, Suite 14
Concord, NH 03301

Expedited External Review applications may be faxed to (603) 271-1406 or sent by overnight carrier to the address above. If you wish to email the application package, please call the Insurance Department at 1-800-852-3416.



The State of New Hampshire Insurance Department

21 South Fruit Street, Suite 14; Concord, NH 03301
Tel.: (603) 271-2261 Fax: (603) 271-1406 TDD Access Relay NH: 1-800-735-2964

EXTERNAL REVIEW APPLICATION FORM

Request for Independent External Appeal of a Denied Medical or Dental Claim

Section I – Applicant Information

Patient's Name: _____ Patient's Date of Birth: _____

Applicant's Name: _____ Applicant's Email: _____

Applicant's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Applicant's Phone Number(s): Daytime: (____) _____ Evening: (____) _____

Section II – Appointment of Authorized Representative

**** Complete this section, only if someone else is representing the patient in this appeal ****

You may represent yourself or you may ask another person, including your treating health care provider, to act as your personal representative. You may revoke this authorization at any time.

I hereby authorize _____ to pursue my appeal on my behalf.

Signature of Enrollee (or legal representative – Please specify relationship or title)

Date

Representative's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Representative's Phone Number(s): Daytime: (____) _____ Evening: (____) _____

Section III - Insurance Plan Information

Member's Name: _____ Relationship to Patient: _____

Member's Insurance ID #: _____ Claim/Reference #: _____

Health Insurance Company's Name: _____

Insurance Company's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Insurance Company's Phone Number: (____) _____

Name of Insurance Company representative handling appeal: _____

Is the member's insurance plan provided by an employer? Yes ____ No ____

- Name of employer: _____
- Employer's Phone Number: (____) _____
- Is the employer's insurance plan self-funded? Yes* ____ No ____

* If you are not certain, please check with your employer. Most self-funded plans are not eligible for external review. However, some self-funded plans may provide external review, but may have different procedures.

New Hampshire Premium Assistance Program

Is the patient's health insurance provided through the Medicaid Premium Assistance Program, which is administered by the NH Department of Health and Human Services?

Yes ____ No ____

If yes, please provide the Medicaid ID number & complete the following records release:

Medicaid ID Number: _____

I, _____, hereby authorize the New Hampshire Insurance Department to release my external review file to the New Hampshire Department of Health and Human Services (DHHS), if I request a Medicaid Fair Hearing following my independent external review. I understand that DHHS will use this information to make a Fair Hearing determination and that the information will be held confidential.

Section IV – Information about the Patient’s Health Care Providers

Name of Primary Care Provider (PCP): _____

PCP’s Mailing Address: _____

City: _____ State: _____ Zip Code: _____

PCP’s Phone Number: (____) _____

Name of Treating Health Care Provider: _____

Provider’s clinical specialty: _____

Treating Provider’s Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Treating Provider’s Phone Number: (____) _____

Section V – Health Care Decision in Dispute

Describe the health insurer company’s decision in your own words. Include any information you have about the health care services, supplies or drugs being denied, including dates of service or treatment and names of health care providers. Explain why you disagree.

Please **attach** the following:

- Additional pages, if necessary;
- Pertinent medical records;
- If possible, a statement from the treating health care provider indicating why the disputed service, supply, or drug is medically necessary.

Continued on next page

[illegible]

Section VI – Expedited Review

**** Complete this section, only if you would like to request expedited review ****

The patient may request that the external review be handled on an expedited basis. To request expedited review, the treating health care provider must complete the attached Provider Certification Form, certifying that a delay would seriously jeopardize the life or health of the patient or would jeopardize the patient's ability to regain maximum function.

Do you request an expedited review? Yes _____ No _____

Applications for Expedited External Review may be faxed to (603) 271-1406 or sent by overnight carrier to the address on the top of this form. To email the appeal, please call the Insurance Department at 1-800-852-3416 for additional instructions.

Section VII – Request for a Telephone Conference

**** Complete this section, only if you would like to request a telephone conference ****

If the patient, the authorized representative or the treating health care provider would like to discuss this case with the Independent Review Organization and the insurer in a telephone conference, select “Yes” below and explain why you think it is important to be allowed to speak about the case. If you do not request a telephone conference, the reviewer will base its decision on the written information only. The request for a telephone conference will be granted only if there is a good reason why the written information would not be sufficient.

**** Telephone conferences often cannot be completed within the timeframe for expedited reviews ****

Do you request a telephone conference? Yes No

My reason for requesting a phone conference is:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

VIII – Authorization and Release of Medical Records

I, _____, hereby request an external review and authorize the patient's insurance company and the patient's health care providers to release all relevant medical or treatment records to the Independent Review Organization (IRO) and the New Hampshire Insurance Department. I understand that the IRO and the Department will use this information to make a determination to either reverse or uphold the insurer's denial. I also understand that the information will be kept confidential. I further understand that neither the Commissioner nor the IRO may authorize services in excess of those covered by the patient's health care plan. This release is valid for one year.

 Sign Here

Signature of Enrollee (or legal representative – Please specify relationship or title)

Date

Before submitting this application, please verify that you have ...

- ☐ Completed all relevant sections of the External Review Application Form
 - If appointing an authorized representative, the patient must complete Section II.
 - If requesting an Expedited External Review, Section VI must be completed and the Provider Certification Form must be submitted.
 - If requesting a telephone conference, Section VII must be completed.
- ☐ Signed and dated the External Review Application Form in Section VIII.
- ☐ Attached the following documents:
 - A photocopy of the front and back of the patient's insurance card or other evidence that the patient is insured by the health or dental insurance company named in the appeal.
 - A copy of the Health Insurance Company's letter, denying the requested treatment or service at the final level of the company's internal appeals process.
 - Any medical records, statements from the treating health care provider(s) or other information that you would like the Independent Review Organization to consider in its review.
 - If requesting an Expedited External Review, the treating Provider's Certification Form.



The State of New Hampshire Insurance Department

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PROVIDER'S CERTIFICATION FORM

For Expedited Consideration of a Patient's External Review

NOTE TO THE TREATING HEALTH CARE PROVIDER

The New Hampshire Insurance Department administers the external review process for all fully-insured health and dental plans in New Hampshire. A patient may submit an application for External Review, when his/her health or dental insurer has denied a health care service or treatment, including a prescription, on the basis that the requested treatment or service does not meet the insurer's requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness.

The time frame for receiving a decision from an Independent Review Organization (IRO) for a Standard External Review is up to 60 days. Expedited External Review is available, only if the patient's treating health care provider certifies that, in his/her professional judgment, adherence to the time frame for standard review would seriously jeopardize the life or health of the covered person or would jeopardize the covered person's ability to regain maximum function. The time frame for receiving a decision from an IRO for an Expedited External Review is within 72 hours. An Expedited External Review may be requested and processed at the same time the patient pursues an Expedited Internal Appeal directly with the insurance company.

**** Expedited External Review is not available, when services have already been rendered ****

GENERAL INFORMATION

Name of Treating Health Care Provider: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: (____) _____ Fax Number: (____) _____

Email Address: _____

Licensure and Area of Clinical Specialty: _____

Name of Patient: _____

PROVIDER CERTIFICATION

I hereby certify that I am a treating health care provider for _____
(hereafter referred to as “the patient”); that adherence to the time frame for conducting a standard review of the patient’s external review would, in my professional judgment, seriously jeopardize the life or health of the patient or would jeopardize the patient’s ability to regain maximum function; and that for this reason, the patient’s appeal of the denial by the patient’s health insurer of requested medical services should be processed on an expedited basis.

I am aware that the Independent Review Organization (IRO) may need to contact me during non-business hours for medical information and that a decision will be made by the IRO within 72 hours of receiving this Expedited External Review request, regardless of whether or not I provide medical information to the IRO.

During non-business hours I may be reached at: (_____) _____.

I certify that the above information is true and correct. I understand that I may be subject to professional disciplinary action for making false statements.

Treating Health Care Provider’s Name (Please Print)

Signature

Date



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Employer and may be changed or ended without Your consent or notice to You.

Employer: City of Cottage Grove

Group Policy Number: KM 05776632-G

Type of Insurance: Dental Insurance

MetLife Toll Free Number(s):
For General Information 1-800-438-6388

THIS CERTIFICATE ONLY DESCRIBES DENTAL INSURANCE.

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

For Idaho Residents: TEN DAY RIGHT TO EXAMINE CERTIFICATE: You may return the certificate to Us within 10 days from the date You receive it. If You return it within the 10 day period, the certificate will be considered never to have been issued. We will refund any premium paid after We receive Your notice of cancellation.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

For Residents of North Dakota: If you are not satisfied with your Certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under Your Certificate. We will refund within 30 days of our receipt of the returned Certificate any Premium that has been paid and the Certificate will then be considered to have never been issued. You should be aware that, if you elect to return the Certificate for a refund of premiums, losses which otherwise would have been covered under your Certificate will not be covered.

For New Mexico Residents: If You are not satisfied with Your certificate for any reason, You may return it to Us within 30 days after You receive it, unless a claim has previously been received by Us under Your certificate. We will refund any premium that has been paid and the certificate will then be considered to have never been issued. You should be aware that, if You elect to return the certificate for a refund of premiums, losses which otherwise would have been covered under Your certificate will not be covered.

For New Hampshire Residents: 30 Day Right to Examine Certificate. Please read this Certificate. You may return the Certificate to Us within 30 days from the date You receive it. If you return it within the 30 day

period, the Certificate will be considered never to have been issued and We will refund any premium paid for insurance under this Certificate.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

NOTICE FOR RESIDENTS OF TEXAS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Metropolitan Life Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Corporate Consumer Relations Department at 1-800-438-6388

Toll-free: 1-800-438-6388

Email: Johnstown_Complaint_Referrals@metlife.com

Mail: Metropolitan Life Insurance Company
700 Quaker Lane
2nd Floor
Warwick, RI 02886

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Metropolitan Life Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388

Teléfono gratuito: 1-800-438-6388

Correo electrónico: Johnstown_Complaint_Referrals@metlife.com

Dirección postal: Metropolitan Life Insurance Company
700 Quaker Lane
2nd Floor
Warwick, RI 02886

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

NOTICE FOR RESIDENTS OF TEXAS

DENTAL INSURANCE: PROCEDURES FOR DENTAL CLAIMS

If You reside in Texas, note the following Procedures for Dental Claims will be followed:

Procedures for Presenting Claims for Dental Insurance Benefits

All claim forms needed to file for Dental Insurance benefits under the group insurance program can be obtained from the Employer who can also answer questions about the insurance benefits and to assist You or, if applicable, Your beneficiary in filing claims. Dental claim forms can also be downloaded from www.metlife.com/dental. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Routine Questions on Dental Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-800-438-6388.

Claim Submission

For claims for Dental Insurance benefits, the claimant must complete the appropriate claim form and submit the required proof as described in the FILING A CLAIM section of the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After You submit a claim for Dental Insurance benefits to MetLife, MetLife will notify You acknowledging receipt of Your claim, commence with any investigation, and request any additional information within 15 days of receipt of Your claim.

MetLife will notify You in writing of the acceptance or rejection of Your claim within 15 business days of receipt of all information needed to process Your claim.

If MetLife cannot accept or reject Your claim within 15 business days after receipt of all information, MetLife will notify You within 15 business days stating the reason why we require an extension. If an extension is requested, We will notify You of our decision to approve or deny Your claim within 45 days. Upon notification of approval, Your claim will be paid within 5 business days.

If MetLife denies Your claim in whole or in part, the notification of the claims decision will state the reason why Your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criterion was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge.

NOTICE FOR RESIDENTS OF TEXAS

Appealing the Initial Determination

If MetLife denies Your claim, You may take two appeals of the initial determination. Upon Your written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- Whether the appeal is the first or second appeal of the initial determination
- An explanation why You are appealing the initial determination.

As part of each appeal, You may submit any written comments, documents, records, or other information relating to Your claim.

After MetLife receives Your written request appealing the initial determination or determination on the first appeal, MetLife will conduct a full and fair review of Your claim. Deference will not be given to initial denials, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of dentistry involved in the judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify You in writing of its final decision within 30 days after MetLife's receipt of Your written request for review, except that under special circumstances MetLife may have up to an additional 30 days to provide written notification of the final decision. If such an extension is required, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason(s) why such an extension is needed, and state when it will make its determination.

If MetLife denies the claim on appeal, MetLife will send You a final written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge. Upon written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim.

NOTICE FOR RESIDENTS OF TEXAS

The exclusion of services which are primarily cosmetic will not apply to the treatment or correction of a congenital defect of a newborn child.

NOTICE FOR RESIDENTS OF ALASKA

Reasonable and Customary Charges

Reasonable and Customary Charges for Out-of-Network services will not be based less than an 80th percentile of the dental charges.

Reasonable Access to an In-Network Dentist

If You do not have an In-Network Dentist within 50 miles of Your legal residence, We will reimburse You for the cost of Covered Services and materials provided by an Out-of-Network Dentist at the same benefit level as an In-Network Dentist.

Coordination of Benefits or Non-Duplication of Benefits with a Secondary Plan:

If This Plan is Secondary, This Plan will determine benefits as if the services were obtained from This Plan's In-Network provider under the following circumstances:

- the Primary Plan does not provide benefits through a provider network;
- both the Primary Plan and This Plan provide benefits through provider networks but the covered person obtains services through a provider in the Primary plan's network who is not in This Plan's network; or
- both the Primary Plan and This Plan provide benefits through provider networks but the covered person obtains services from a provider that is not part of the provider network of the Primary Plan or This Plan because no provider in the Primary Plan's provider network or This Plan's network is able to meet the particular health need of the covered person.

Procedures For Dental Claims

Procedures for Presenting Claims for Dental Insurance Benefits

All claim forms needed to file for Dental Insurance benefits under the group insurance program can be obtained from the Employer who can also answer questions about the insurance benefits and to assist You or, if applicable, Your beneficiary in filing claims. Dental claim forms can also be downloaded from www.metlife.com/dental. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Routine Questions on Dental Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-800-438-6388.

Claim Submission

For claims for Dental Insurance benefits, the claimant must complete the appropriate claim form and submit the required proof as described in the FILING A CLAIM section of the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After You submit a claim for Dental Insurance benefits to MetLife, MetLife will review Your claim and notify You of its decision to approve or deny Your claim.

For claims that require Utilization Review determinations, such notification will be provided in accordance with the provisions under "Prospective and Retrospective Utilization Review Determinations" below.

For claims that do not require Utilization Review determination, such notification will be provided to You within a 30 day period from the date You submitted Your claim; except for situations requiring an extension of time of up to 15 days because of matters beyond the control of MetLife. If MetLife needs such an extension, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because You did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further

NOTICE FOR RESIDENTS OF ALASKA

information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to notify You as to its claim decision. You will have 45 days to provide the requested information from the date You receive the notice requesting further information from MetLife.

If MetLife denies Your claim in whole or in part, the notification of the claims decision will state the reason why Your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criterion was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge.

Within 30 days after We receive Proof of Your claim, We will approve and pay the claim or We will deny the claim. If We deny the claim, We will provide You with the basis of Our denial or the specific additional information that We need to adjudicate Your claim. If We request additional information, We will approve and pay the claim or We will deny the claim within 15 days after We receive the additional information. If the claim is approved and not paid within the time period provided, the claim will accrue at an interest rate of 15 percent per year until the claim is paid.

Appealing the Initial Determination

If MetLife denies Your claim, You may take two appeals of the initial determination. Upon Your Written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in Writing and must include at least the following information:

- Name of employee
- Name of the Plan
- Reference to the initial decision
- Whether the appeal is the first or second appeal of the initial determination
- An explanation why You are appealing the initial determination

As part of each appeal, You may submit any Written comments, documents, records, or other information relating to Your claim.

After MetLife receives Your Written request appealing the initial determination or determination on the first appeal, MetLife will conduct a full and fair review of Your claim. Deference will not be given to initial denials, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of dentistry involved in the judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify You in Writing of its final decision within 30 days after MetLife's receipt of Your Written request for review, except that under special circumstances MetLife may have up to an additional 30 days to provide Written notification of the final decision. If such an extension is required, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason(s) why such an extension is needed, and state when it will make its determination.

If MetLife denies the claim on appeal, MetLife will send You a final Written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final Written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge.

NOTICE FOR RESIDENTS OF ALASKA

Upon Written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim.

Prospective and Retrospective Utilization Review Determinations

Utilization Review-MetLife Consultant Review Manual

The MetLife Dental Consultant Claim Review Manual was established and the criteria therein are updated with input of licensed practicing dentists. The Dental Consultant Claim Review Manual and the guidelines, practices and procedures contained therein are reviewed on an annual basis.

Licensure and Compensation Requirements

No MetLife dental consultant will be paid bonuses or incentive compensation for making Adverse Determinations. No financial incentives may be based on the number of approvals or denials made by a consultant. All prospective initial Adverse Determinations shall be made and documented by a licensed practitioner.

Initial Determinations-Prospective Review (Pretreatment Estimate)

All initial Prospective Reviews (Pretreatment Estimates) of non-emergency course of treatments for a patient will be made within five (5) working days after the receipt of all information necessary to make the determination. The consultant shall call the treating provider immediately to notify them of the decision. If the consultant does not have sufficient information to make the determination, within five (5) working days the treating provider must be notified.

Prospective Adverse Review-Notification Requirements

We shall make all initial Prospective Reviews (Pretreatment Estimates) of non-emergency course of treatments for a patient within five (5) working days after receipt of the information necessary to make the determination.

Notification of a prospective Adverse Determination made by a consultant shall be mailed or otherwise communicated to You, Your Authorized Representative and treating provider of record within five (5) working days of receipt of all information necessary to complete a review of non-urgent and/or non-emergent services, or at any time prior to the expected date of service if the proposed date is farther away than five (5) working days. This notification may be preceded by an oral communication given to You, Your Authorized Representative or provider.

The notification of a prospective Adverse Determination shall contain:

- The principal reason for the prospective Adverse Determination, including specific criteria and standards used to make the determination.
- The factual basis for the adverse decision in clear, understandable language.
- The procedures to initiate an appeal of the prospective Adverse Determination.
- The Written details of Our internal Grievance process and procedures.
- The telephone number and address of the MetLife unit to contact regarding the appeal, and
- The Director's address, telephone number, and facsimile number
- The notification will be provided in a culturally and linguistically appropriate manner.

Retrospective Adverse Review-Guideline Requirements

All recommendations based on a determination that a previously completed dental service ordered by a practitioner was not Dentally Necessary, or that an alternative treatment existed, will be made according to the guidelines contained in the MetLife Dental Consultant Review Manual and must be signed by an appropriately qualified and licensed practitioner. These guidelines shall be used to aid the application of the consultant's professional judgment, experience and knowledge in reaching an appropriate recommendation.

NOTICE FOR RESIDENTS OF ALASKA

If a course of treatment has been preauthorized or approved for a patient, We will not revise or modify the specific criteria or standards used for the Utilization Review to make an adverse decision regarding the services delivered to that patient.

Retrospective Adverse Review-Notification Requirements

Notice of a retrospective Adverse Determination shall be mailed or otherwise communicated to You, Your Authorized Representative and Your provider within thirty (30) calendar days of receipt of a request for payment with all necessary documentation.

Notice of a retrospective Adverse Determination will:

- Provide Written documentation that the retrospective Adverse Determination was based on a lack of Dental Necessity or the existence of an alternative treatment,
- Contain the factual basis for the adverse decision in clear, understandable language.
- Include the reference the specific criteria and standards upon which the decision was based
- The telephone number and business address of the MetLife unit to contact regarding the appeal, and allow a reasonable period of time in which to appeal
- Contain a statement that You, Your Authorized Representative or health care provider has the right to file a complaint with the Director within 180 days of receipt of Our Grievance decision.
- State the Director's address, telephone number, and facsimile number
- Contain Written details of Our internal Grievance process.
- The notification will be provided in a culturally and linguistically appropriate manner.

Adverse Determinations-Urgent Care Claims (Expedited Dental Review)

All requests for prospective Urgent Care Claims which result in an Adverse Determination will be conducted in within 24 hours of receipt of all necessary information to complete the review:

- A MetLife dental consultant will call You, Your Authorized Representative or treating provider of the Adverse Determination and;
- mail to You, Your Authorized Representative and treating provider the Adverse Determinations in Writing with an explanation of the reasons for the decision and documents on which the decision was based within 24 hours. This notification must include:
- The principal reason for the prospective Adverse Determination, including specific criteria and standards used to make the determination.

The factual basis for the adverse decision in clear, understandable language.

- The procedures to initiate an appeal of the prospective Adverse Determination.
- The telephone number and address of the unit to contact regarding the appeal, and
- A statement that You, Your Authorized Representative or health provider has the right to file a complaint with the Director within 180 days of receipt of Our Grievance decision.
- The notification will be provided in a culturally and linguistically appropriate manner.

Grievance Review of Adverse Determinations

A Grievance may be requested for both Prospective Adverse Determinations and Retrospective Adverse Determinations. You, Your Authorized Representative or the provider may request a formal appeal of a Prospective Adverse Determination within 180 days of the date the requested service was denied.

For non-emergency cases, if We do not have sufficient information to complete our process, within five (5) working days, We shall:

- Notify You, Your Authorized Representative or health care provider that We cannot proceed with our review until additional information is received.

NOTICE FOR RESIDENTS OF ALASKA

- We will assist You, Your Authorized Representative, or health care provider in gathering the information without delay.

Expedited Dental Review

Expedited dental review only applies to Prospective Adverse Determinations. The treating provider must certify in Writing and provide supporting documentation that the time required to process the requested dental service through informal reconsideration and formal appeal is likely to cause significant negative change in the dental condition of the covered person. All requests for expedited dental review will be forwarded to the MetLife Dental Consultant Review area. A dental consultant shall ensure that the dental services have not yet been performed and review any supporting documentation. The consultant will then contact the treating provider regarding the request, and return an expedited decision within 24 hours.

Dental consultants shall call Your treating provider should the supporting documentation be incomplete. The consultant should inform Your treating provider as to what is necessary to give the claim a full and complete review. Once the information is complete, the consultant shall orally inform Your treating provider of the decision within 24 hours.

Grievance Procedure

A Written description of the Grievance procedure, by which You, Your Authorized Representative or provider of record may seek review of Adverse Determinations, shall be made available:

- On the reverse side of the Explanation of Benefits (EOB) document.
- Upon request from You, Your Authorized Representative or Your health provider.

New Reviewer Requirement

No consultant who has participated in prior reviews of a decision being appealed may make a recommendation that a first level appeal be denied.

Notification of Decision of Grievance

Notice of the decision regarding a Grievance shall be mailed to You, Your Authorized Representative and provider within 30 working days after the date the Grievance was filed.

In addition, the notice shall contain the following:

- The principal reason for the Adverse Determination, including specific criteria and standards used to make the determination.
- The factual basis for the adverse decision in clear, understandable language.
- The procedures to initiate an appeal of the Adverse Determination.
- The telephone number and address of the person to contact regarding the appeal, and
- A statement that You, Your Authorized Representative or health provider on Your behalf has the right to file a complaint with the Director within 180 days of receipt of Our Grievance decision.
- The Director's address, telephone number, and facsimile number
- The notification will be provided in a culturally and linguistically appropriate manner.

Notification of Right to External Review

Availability of External Review

If We deny Your request for the payment of dental course of treatment, You, Your Authorized Representative or provider have the option to request an External Review of any recommendation of an appeal within 180 days after the date of receipt of a Grievance decision.

You may have the right to have Our decision reviewed by health care professionals who have no association with Us if Our decision involved making a judgment as to the Dental Necessity, appropriateness, health care

NOTICE FOR RESIDENTS OF ALASKA

setting, level of care, or effectiveness of the dental service or treatment You requested by submitting a request for External Review to:

The Director of the Alaska Division of Insurance
Alaska Division of Insurance
550 West 7th Avenue
Anchorage, AK 99501-3567,
or by electronic mail to insurance@alaska.gov,
or by facsimile transmission by calling (907) 269-7910.

External Appeal-Effect

If the Independent Review Organization decides We should pay the claim, We will pay the claim.

Overpayments

Recovery of Overpayments

We have the right to recover any amount that is determined to be an overpayment, within 180 days from the date of service, whether for services received by You or Your Dependents.

An overpayment occurs if it is determined that:

- the total amount paid by Us on a claim for Dental Insurance benefits is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us.

How We Recover Overpayments

We may recover the overpayment, within 180 days from the date of service, from You by:

- stopping or reducing any future benefits payable for Dental Insurance;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment within 180 days from the date of service, from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department
Consumer Services Division
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:

**METROPOLITAN LIFE INSURANCE COMPANY
ATTN: CONSUMER RELATIONS DEPARTMENT
500 SCHOOLHOUSE ROAD
JOHNSTOWN, PA 15904**

1-800-438-6388

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA DEPARTMENT OF INSURANCE DEPARTMENT AT:

**DEPARTMENT OF INSURANCE
CONSUMER SERVICES
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013**

WEBSITE: <http://www.insurance.ca.gov/>

**1-800-927-4357 (within California)
1-213-897-8921 (outside California)**

NOTICE FOR RESIDENTS OF THE STATE OF CALIFORNIA

California law provides that for dental insurance, domestic partners of California's residents must be treated the same as spouses. If the certificate does not already have a definition of domestic partner, then the following definition applies:

"Domestic Partner means each of two people, one of whom is an employee of the Employer, a resident of California and who have registered as domestic partners or members of a civil union with the California or another government recognized by California as having similar requirements.

For purposes of determining who may become a Covered Person, the term does not include any person who:

- is in the military of any country or subdivision of a country;
- is insured under the Group Policy as an employee."

If the certificate already has a definition of domestic partner, that definition will apply to California residents, as long as it recognizes as a domestic partner any person registered as the employee's domestic partner with the California government or another government recognized by California as having similar requirements.

Wherever the term Spouse appears, except in the definition of Spouse, it shall be replaced by Spouse or Domestic Partner.

Wherever the term step-child appears, it is replaced by step-child or child of Your Domestic Partner.

NOTICE FOR RESIDENTS OF CONNECTICUT

If You are a resident of Connecticut, and live in a county where there are no In-Network Dentists and travel distance to an In-Network Dentist is more than 45 minutes travel time and 30 miles away (or for Fairfield County, 30 minutes travel time and 15 miles away), We will pay benefits for Covered Services provided by an Out-of-Network Dentist as if the service was provided by an In-Network Dentist. Additionally, if You are unable to schedule an appointment with an In-Network general Dentist within 10 business days or an In-Network specialty Dentist within 15 business days, We will pay benefits for Covered Services provided by an Out-of-Network Dentist as if the service was provided by an In-Network Dentist. In order to ensure that the benefits are paid accordingly, We must be notified prior to receiving services from an Out-of-Network Dentist. Please call Us at 1-800-942-0854 for assistance.

If You or a Dependent receive emergency or urgent dental care from an Out-of-Network Dentist, We will pay benefits for those Covered Services provided by an Out-of-Network Dentist as if the services were provided by an In-Network Dentist.

For those requiring assistance due to a hearing or vision impairment, call Us at 1-800-942-0854.

NOTICE FOR RESIDENTS OF COLORADO

Domestic Partner

Colorado law provides that for dental insurance, domestic partners of Colorado's residents must be treated the same as spouses. If the certificate does not already have a definition of domestic partner, then the following definition applies:

"Domestic Partner means each of two people, one of whom is an employee of the Policyholder, a resident of Colorado and who have registered as domestic partners or members of a civil union with the Colorado government or another government recognized by Colorado as having similar requirements."

If the certificate already has a definition of domestic partner, that definition will apply to Colorado residents, as long as it recognizes as a domestic partner any person registered as the employee's domestic partner with the Colorado government or another government recognized by Colorado as having similar requirements.

Wherever the term **"Spouse"** appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Wherever the term step-child appears, it is replaced by step-child or child of Your Domestic Partner.

Definition of Child

The term also includes newborns.

Exclusions

The exclusion of services which are primarily cosmetic will not apply to the treatment or correction of a congenital defect of a newborn child.

COORDINATION OF THE GROUP POLICY'S BENEFITS WITH OTHER BENEFITS

With respect to coordination of benefits, the benefits will never be less than what is shown under the following language.

This coordination of benefits (COB) provision applies when a Covered Person has dental care coverage under more than one plan. "Plan" is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

Definitions

- A. A **"Plan"** is any of the following that provides benefits or services for dental care or treatment. However, if separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
 - (1) "Plan" includes: group insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); dental care components of long-term care contracts; dental benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.

NOTICE FOR RESIDENTS OF COLORADO (continued)

- (2) “Plan” does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for non-dental components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

- B. **“This Plan”** means, in a COB provision, the part of the contract providing the dental care benefits to which the COB provision applies, and which may be reduced because of the benefits of other Plans. Any other part of the contract providing dental care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as orthodontic benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.
- C. The order of benefit determination rules determines whether This Plan is a “Primary Plan” or “Secondary Plan” when compared to another Plan covering the Covered Person.

When This Plan is primary, its benefits are determined before those of any other Plan and without considering any other Plan’s benefits. When This Plan is secondary, its benefits are determined after those of another Plan and may be reduced because of the Primary Plan’s benefits, so that all Plan benefits do not exceed 100% of the total Allowable Expense.]

- D. **“Allowable Expense”** is a dental care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the Covered Person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the Covered Person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a Covered Person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

(1) If a Covered Person is covered by 2 or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.

(2) If a Covered Person is covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.

(3) If a Covered Person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan’s payment arrangement shall be the Allowable expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan’s payment arrangement and if the provider’s contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.

(4) The amount of any benefit reduction by the Primary Plan because a person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second opinions and preferred provider arrangements.

(5) If the Primary Plan is a Closed Panel Plan with no out-of-network benefits and the secondary plan is not a Closed Panel Plan, the secondary Plan shall pay or provide benefits as if it were primary when no benefits are available from the Primary Plan because the covered person uses a non-panel provider, except for emergency services that are paid or provided by the primary.

NOTICE FOR RESIDENTS OF COLORADO (continued)

- E. **“Claim Determination Period”** is usually a calendar year, but a Plan may use some other period of time that fits the coverage of the group contract. A person is covered by a Plan during a portion of a Claim Determination Period if that person’s coverage starts or ends during the Claim Determination Period. However, it does not include any part of a year during which a person has no coverage under This Plan, or before the date this COB provision or a similar provision takes effect.
- F. **“Closed Panel Plan”** is a Plan that provides health benefits to covered persons primarily in the form of services through a panel of providers that have contracted with either directly or indirectly or are employed by the Plan, and that limits or excludes benefits for services provided by other providers, except in cases of emergency or referral by a panel member.
- G. **“Custodial Parent”** means a parent awarded primary custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation.]

Order-Of-Benefit Determination Rules

When two or more plans pay benefits, the rules for determining the order of payment are as follows:

- A. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
- B.
 - (1) Except as provided in paragraph (2), a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.
 - (2) Coverage that is obtained by virtue of being members in a group, and designed to supplement part of the basic package of benefits, may provide supplementary coverage that shall be in excess of any other parts of the plan provided by the contract holder. An example of this type of situation is insurance type coverage that is written in connection with a Closed Panel Plan to provide out-of-network benefits.
- C. A Plan may consider the benefits paid or provided by another Plan in determining its benefits only when it is secondary to that other Plan.
- D. The first of the following rules that describes which Plan pays its benefits before another Plan is the rule to use.
 - (1) **Non-Dependent or Dependent.** The Plan that covers the person other than as a dependent, for example as an employee, member, subscriber or retiree is primary and the Plan that covers the person as a dependent is secondary. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent; and primary to the Plan covering the person as other than a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, subscriber or retiree is secondary and the other Plan is primary.
 - (2) **Dependent Child Covered Under More Than One Plan.** Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:
 - (a) For a dependent child whose parents are married or are living together, whether or not they have ever been married:
 - (i) The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
 - (ii) If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

NOTICE FOR RESIDENTS OF COLORADO (continued)

- (b) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
- (i) If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
 - (ii) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;
 - (iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits; or
 - (iv) If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
 - The Plan covering the Custodial Parent;
 - The Plan covering the spouse of the Custodial Parent;
 - The Plan covering the non-custodial parent; and then
 - The Plan covering the spouse of the non-custodial parent.
- (c) For a dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.
- (3) **Active Employee or Retired or Laid-off Employee.** The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- (4) **COBRA or State Continuation Coverage.** If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- (5) **Longer or Shorter Length of Coverage.** The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.
- (6) If the preceding rules do not determine the order of benefits, the allowable expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan

NOTICE FOR RESIDENTS OF COLORADO (continued)

Effect On The Benefits Of This Plan

- A. When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other dental care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other dental care coverage.
- B. If a Covered Person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.
- C. If a Covered Person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

Right To Receive And Release Needed Information

Certain facts about dental care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. We may get the facts We need from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to apply those rules and determine benefits payable.

Facility Of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means reasonable cash value of the benefits provided in the form of services.

Right Of Recovery

If the amount of the payments made by Us is more than We should have paid under this COB provision, We may recover the excess from one or more of the persons We have paid or for whom We have paid; or any other person or organization that may be responsible for the benefits or services provided for the Covered Person. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Employer. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Employer and MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043
1-800-721-3272 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

**Metropolitan Life Insurance Company
1-800-438-6388**

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at *www.in.gov/doi*

NOTICE FOR RESIDENTS OF MAINE

You have the right to designate a third party to receive notice if Your insurance is in danger of lapsing due to a default on Your part, such as nonpayment of a contribution that is due. The intent is to allow reinstatements where the default is due to the insured person's suffering from cognitive impairment or functional incapacity. You may make this designation by completing a "Third-Party Notice Request Form" and sending it to MetLife. Once You have made a designation, You may cancel or change it by filling out a new Third-Party Notice Request Form and sending it to MetLife. The designation will be effective as of the date MetLife receives the form. Call MetLife at the toll-free telephone number shown on the face page of this certificate to obtain a Third-Party Notice Request Form. Within 90 days after cancellation of coverage for nonpayment of premium, You, any person authorized to act on Your behalf, or any covered Dependent may request reinstatement of the certificate on the basis that You suffered from cognitive impairment or functional incapacity at the time of cancellation.

NOTICE FOR RESIDENTS OF MASSACHUSETTS

The following provisions are required by Massachusetts law.

Translation Services

Translation services are available by calling 1-800-638-3368. We shall make available upon request interpreter and translation services related to administrative procedures by calling member services.

منقوم عند الطلب بتوفير مترجمين وخدمات ترجمة تتعلق بالإجراءات الإدارية وذلك بالاتصال بخدمات العملاء.

យើងនឹងមានសេវាបកប្រែ និងកិច្ចការបកប្រែ ដែលជាប់ទាក់ទងទៅនឹង វិធីចាត់ចែងការ តាមការស្នើ ដោយទូរស័ព្ទទៅកន្លែងបម្រើសមាជិក ។

我們提供協助辦理行政手續的翻譯服務，若您需要翻譯人員，請電洽會員服務處。

Nous assurerons sur demande, les services d'interprétariat et de traduction en connexion avec les procédures administratives, en appelant les services aux membres.

Θα διαθέσουμε μετά από αίτηση υπηρεσίες διερμηνεία και μεταφραστική σχετικά με διοικητικές διαδικασίες ερχόμενοι σε επαφή με τις υπηρεσίες μελών.

Si w rele depatman sèvis kliyan an, epi w mande sèvis entèprèt ak tradiksyon pou pwosede administratif, sèvis la ap disponib pou w.

A richiesta metteremo a disposizione servizi di interpretariato e traduzione riguardo le procedure amministrative. Telefonare all'ufficio di Assistenza soci.

ຖ້າທ່ານຮ້ອງຂໍ, ເພື່ອຕອບສະໜອງຕໍ່ຄຳຂໍສອບຖາມທີ່ກ່ຽວຂ້ອງກັບການປະຕິບັດໜ້າທີ່ ໂດຍທ່ານສາມາດໄດ້ຕິດຕໍ່ກັບພະແນກບໍລິການສະມາຊິກ.

Disponibilizaremos, a seu pedido, os serviços de um(a) tradutor(a)/intérprete para os procedimentos administrativos, contactando os serviços para membros.

По Вашему требованию будут предоставлены услуги устного и письменного перевода, связанные с административными процедурами, если Вы позволите в отдел по обслуживанию членов.

Si usted lo solicita, pondremos a su disposición servicios de interpretación y traducción para asistirle en los procedimientos administrativos. Si necesita estos servicios, comuníquese con servicios a los miembros.

NOTICE FOR RESIDENTS OF MASSACHUSETTS (Continued)

The following provisions are required by Massachusetts law.

Summary of Utilization Review Procedures

MetLife reviews claims for evidence of need for certain dental procedures. These reviews are conducted by licensed dentists. If there is no evidence of need MetLife will deny benefits for a claim. MetLife also reviews claims to determine whether there exists a less costly treatment for a dental condition that is generally considered effective to treat the condition. If a less costly alternative treatment exists, MetLife will determine benefits based on the alternative treatment. If you want to determine the status of any such claim review, you can call MetLife at 1-800-438-6388.

Summary of Quality Assurance Programs

MetLife performs a check on certain credentials of any dentist applying to participate in MetLife's Participating Dentist Program (PDP). If the credentials do not meet MetLife's standards, for example if a dentist does not have a valid license, the dentist will not be permitted to participate in the PDP. MetLife does not interfere with the traditional relationship between PDP dentists and their patients, or any determination between the patient and dentist as to what the appropriate dental treatment may be. MetLife dental plans also allow you to choose between any dentist, whether they participate in the PDP or not. Therefore you should choose your dentist carefully, and you are responsible to be sure that your dentist delivers quality dental care.

Involuntary Disenrollment Rate

The involuntary disenrollment rate among insureds of MetLife is 0.

NOTICE FOR RESIDENTS OF MASSACHUSETTS

CONTINUATION OF DENTAL INSURANCE

1. If Your Dental Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
2. If Your Dental Insurance ends because:
 - You cease to be in an Eligible Class; or
 - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your Dental Insurance under the CONTINUATION WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

CONTINUATION OF DENTAL INSURANCE FOR YOUR FORMER SPOUSE

If the judgment of divorce dissolving Your marriage provides for continuation of insurance for Your former Spouse when You remarry, Dental Insurance for Your former Spouse that would otherwise end may be continued.

To continue Dental insurance under this provision:

1. You must make a written request to the employer to continue such insurance;
2. You must make any required premium to the employer for the cost of such insurance.

The request form will be furnished by the Employer.

Such insurance may be continued from the date Your marriage is dissolved until the earliest of the following:

- the date Your former Spouse remarries;
- the date of expiration of the period of time specified in the divorce judgment during which You are required to provide Dental Insurance for Your former Spouse;
- the date coverage is provided under any other group health plan;
- the date Your former Spouse becomes entitled to Medicare;
- the date Dental Insurance under the policy ends for all active employees, or for the class of active employees to which You belonged before Your employment terminated;
- the date of expiration of the last period for which the required premium payment was made; or
- the date such insurance would otherwise terminate under the policy.

If Your former Spouse is eligible to continue Dental Insurance under this provision and any other provision of this Policy, all such continuation periods will be deemed to run concurrently with each other and shall not be deemed to run consecutively.

NOTICE FOR RESIDENTS OF MISSISSIPPI

DENTAL INSURANCE: PROCEDURES FOR DENTAL CLAIMS

Procedures for Presenting Claims for Dental Insurance Benefits

All claim forms needed to file for Dental Insurance benefits under the group insurance program can be obtained from the Employer who can also answer questions about the insurance benefits and to assist You or, if applicable, Your beneficiary in filing claims. Dental claim forms can also be downloaded from www.metlife.com/dental. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Routine Questions on Dental Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing [1-800-438-6388](tel:1-800-438-6388).

Claim Submission

For claims for Dental Insurance benefits, the claimant must complete the appropriate claim form and submit the required proof as described in the FILING A CLAIM section of the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After You submit a claim for Dental Insurance benefits to MetLife, MetLife will review Your claim and notify You of its decision to approve or deny Your claim.

If Your claim is a Clean Claim and it is approved by MetLife, benefits will be paid within 25 days after MetLife receives due written proof in electronic form of a covered loss, or within 35 days after receipt of due written proof in paper form of a covered loss. Due written proof includes, but is not limited to, information essential for Us to administer coordination of benefits. If You provide Us with Written direction that all or a portion of any benefits provided under this certificate be paid to the Dentist, then We shall pay directly the Dentist providing the Covered Services. That payment shall be considered payment in full to the Dentist, who may not bill or collect from You any amount above that payment, other than the deductible, coinsurance, copayment or other charges for equipment or services requested by You that are not covered for benefits. Any dispute arising under these provisions regarding assignment of benefits and billing may be resolved by the Commissioner of Insurance.

"Clean Claim" means a claim that:

- does not require further information, adjustment or alteration by You or the provider of the services in order for MetLife to process and pay it;
- does not have any defects;
- does not have any impropriety, including any lack of supporting documentation; and
- does not involve a particular circumstance required special treatment that substantially prevents timely payments from being made on the claim.

A Clean Claim does not include a claim submitted by a provider more than 30 days after the date of service, or if the provider does not submit the claim on Your behalf, a claim submitted more than 30 days after the date the provider bills You. Errors, such as system errors, attributable to the insurer, do not change the clean claim status.

NOTICE FOR RESIDENTS OF MISSISSIPPI (continued)

Clean Claim (Continued)

If MetLife is unable to pay a claim for Dental Insurance benefits because MetLife needs additional information or documentation, or there is a particular circumstance requiring special treatment, within 25 days after the date MetLife receives the claim if it is submitted in electronic form, or within 35 days after the date MetLife receives the claim if it is submitted in paper form, MetLife will send You notice of what supporting documentation or information MetLife needs. Any claim or portion of a claim for Dental Insurance benefits that is resubmitted with all of the supporting documentation requested in Our notice and becomes payable will be paid to You within 20 days after MetLife receives it.

If MetLife does not deny payment of such benefits to You by the end of the 25 day period for clean claims submitted in electronic form, or 35 day period for clean claims submitted in paper form, and such benefits remain due and payable to You, interest will accrue on the amount of such benefits at the rate of 3% percent per month until such benefits are finally settled. If MetLife does not pay benefits to You when due and payable, You may bring action to recover such benefits, any interest which has accrued with respect to such benefits and any other damages which may be allowed by law. MetLife will pay benefits when MetLife receives satisfactory Written proof of Your claim.

Proof must be given to MetLife not later than 90 days after the end of the Dental Expense Period in which the Covered Dental Expenses were incurred. If proof is not given on time, the delay will not cause a claim to be denied or reduced as long as the proof is given as soon as possible.

Appealing the Initial Determination

If MetLife denies Your claim, You may take two appeals of the initial determination. Upon Your written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- Whether the appeal is the first or second appeal of the initial determination
- An explanation why You are appealing the initial determination.

As part of each appeal, You may submit any written comments, documents, records, or other information relating to Your claim.

After MetLife receives Your written request appealing the initial determination or determination on the first appeal, MetLife will conduct a full and fair review of Your claim. Deference will not be given to initial denials, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of dentistry involved in the judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify You in writing of its final decision within 30 days after MetLife's receipt of Your written request for review, except that under special circumstances MetLife may have up to an additional 30 days to provide written notification of the final decision. If such an extension is required, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason(s) why such an extension is needed, and state when it will make its determination.

If MetLife denies the claim on appeal, MetLife will send You a final written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial

NOTICE FOR RESIDENTS OF MISSISSIPPI (continued)

is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge. Upon written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim.

NOTICE FOR RESIDENTS OF MONTANA

Dental Insurance

In accordance with regulatory guidance, disregard any reference in this certificate to networks, including the terms In-Network and Out-of-Network.

Certain Dentists have entered into an agreement with Us to limit their charge for a Covered Service to a maximum allowed charge. You may be able to reduce Your out-of-pocket costs by using such a Dentist. To find a Dentist who has entered into an agreement with Us, please visit www.metlife.com/dental or dial 1-800-438-6388.

We will pay benefits for charges incurred by a Covered Person for a Covered Service in accordance with the SCHEDULE OF BENEFITS, subject to the conditions set forth in this certificate.

If a Dentist performs a Covered Service, You may be responsible for paying:

- the Deductible;
- any other part of the charge for which We do not pay benefits; and
- any additional amount charged by the Dentist if they have not entered into an agreement with Us to limit their charges for a Covered Service.

NOTICE FOR NEW HAMPSHIRE RESIDENTS

All dental benefits, as defined by New Hampshire law when insured, are identified as being under the jurisdiction of the New Hampshire Insurance Commissioner.

NOTICE FOR NEW HAMPSHIRE RESIDENTS

The following service will be a Covered Service for New Hampshire residents whether or not general anesthesia or intravenous sedation is already specified elsewhere as covered:

General anesthesia or intravenous sedation in connection with oral surgery, extractions or other Covered Services, when:

- the covered person is a Child under the age of 13 who is determined by a licensed Dentist in conjunction with a licensed Physician to have a dental condition of significant complexity which requires the Child to receive general anesthesia for the treatment of such condition; or
- the covered person has exceptional medical circumstances or a developmental disability as determined by a licensed Physician which place the person at serious risk; or
- We determine such anesthesia is necessary in accordance with generally accepted dental standards.

NOTICE FOR RESIDENTS OF NORTH CAROLINA

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL:

(1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND

(2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES.

VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

NOTICE FOR RESIDENTS OF NEW MEXICO

Consumer Complaint Notice

If You are a resident of New Mexico, Your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If You have concerns regarding a claim, premium, or other matters relating to this coverage, You may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at: <https://www.osi.state.nm.us/ConsumerAssistance/index.aspx>.

NOTICE FOR RESIDENTS OF NEW YORK

If You are a resident of New York and live in a county where there is no In-Network Dentists and travel distance to an In-Network Dentist is more than 30 minutes travel time and 30 miles away, We will pay benefits for Covered Services provided by an Out-of-Network Dentist as if the service was provided by an In-Network Dentist.

However, for the below-listed specialties, a travel distance standard of 45 minutes and 45 miles will apply in the following counties:

- **Pedodontist:** Allegany, Cayuga, Chemung, Essex, Franklin, Fulton, Hamilton, Herkimer, Jefferson, Lewis, Montgomery, Oneida, Otsego, Schoharie, Schuyler, St. Lawrence, Steuben and Tompkins.
- **Oral Surgery:** Essex, Franklin, Lewis, Schoharie and Steuben.
- **Orthodontics:** Broome, Cayuga, Chemung, Clinton, Essex, Franklin, Jefferson, Lewis, Madison, Oneida, Otsego, Schoharie, Schuyler, St. Lawrence and Tompkins.

In order to ensure that the benefits are paid accordingly, We must be notified prior to receiving services from an Out-of-Network Dentist. Please call Us at 1-800-942-0854 for assistance.

NOTICE FOR RESIDENTS OF PENNSYLVANIA

Dental Insurance for a Dependent Child may be continued past the age limit if that Child is a full-time student and insurance ends due to the Child being ordered to active duty (other than active duty for training) for 30 or more consecutive days as a member of the Pennsylvania National Guard or a Reserve Component of the Armed Forces of the United States.

Insurance will continue if such Child:

- re-enrolls as a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located;
- re-enrolls for the first term or semester, beginning 60 or more days from the child's release from active duty;
- continues to qualify as a Child, except for the age limit; and
- submits the required Proof of the child's active duty in the National Guard or a Reserve Component of the United States Armed Forces.

Subject to the Date Insurance For Your Dependents Ends subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, this continuation will continue until the earliest of the date:

- the insurance has been continued for a period of time equal to the duration of the child's service on active duty; or
- the child is no longer a full-time student.

NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

NOTICE FOR RESIDENTS OF UTAH

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a **brief summary** of the Utah Life and Health Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies. (For the purposes of this notice, the terms “insurance company” and “insurer” include health maintenance organizations (HMOs) and limited health plans.)

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Accident and Health Insurance
 - o \$500,000 for health benefit plans
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to health benefit plans.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Utah law.

Benefits provided by a long-term care rider to a life insurance or annuity contract shall be considered the same type of benefit as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, please visit the Association's website at www.ulhiga.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
466 South 500 East, Suite 100
Salt Lake City UT 84102
(801) 320-9955

Utah Insurance Department
4315 S. 2700 W., Suite 2300
Taylorsville, UT 84129
(801) 957-9200

CIVIL UNION NOTICE FOR RESIDENTS OF VERMONT

Vermont law provides that the following definitions apply to your certificate:

- Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage," "spouse," "husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms include the relationship created by a Civil Union established according to Vermont law.
- Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms include the inception or dissolution of a Civil Union established according to Vermont law.
- Terms that mean or refer to family relationships arising from a marriage, such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms include family relationships created by a Civil Union established according to Vermont law.
- "Dependent" includes a spouse, a party to a Civil Union established according to Vermont law, and a child or children (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.
- "Child" includes a child (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.
- "Civil Union" means a civil union established pursuant to Act 91 of the 2000 Vermont Legislative Session, entitled "Act Relating to Civil Unions".

All references in this notice to Civil Unions are limited to Civil Unions in which the parties are residents of Vermont.

If dependent insurance for a spouse and/or child is not provided under your certificate, such insurance is not added by virtue of this notice.

For purposes of dependent insurance, any person who meets the definition of "dependent" as set forth in this notice is required to meet all other applicable requirements in order to qualify for such insurance.

This notice does not limit any definitions or terms included in your certificate. It broadens definitions and terms only to the extent required by Vermont law.

DISCLOSURE:

Vermont law grants parties to a Civil Union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to life and health insurance that are available to married persons under federal law may not be available to parties to a Civil Union. For example, a federal law, the Employee Retirement Income Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a Civil Union in an ERISA employee benefit plan. However, governmental employers (not federal government) are required to provide life and health benefits to the dependents of a party to a Civil Union if the public employer provides such benefits to dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of insurance premiums. As a result, parties to a Civil Union and their families may or may not have access to certain benefits under this notice and the certificate to which it is attached that derive from federal law. You are advised to seek expert advice to determine your rights under this notice and the certificate to which it is attached.

NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON

Washington law provides that the following apply to Your certificate:

Wherever the term "**Spouse**" appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Domestic Partner means each of two people, one of whom is a Retired Employee of the Employer, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, NY 10166-0188
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

NOTICE FOR RESIDENTS OF CONNECTICUT, LOUISIANA, NEW MEXICO, TEXAS, UTAH AND WASHINGTON

The Definition of Child In The Definitions Section Of This Certificate Is Modified For The Coverage Listed Below:

For Connecticut Residents (Dental Insurance)

The age limit for children will not be less than 26, regardless of the child's marital status, student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

A Child's insurance will not end due to age until the end of the Year in which that Child attains age 26.

For Louisiana Residents (Dental Insurance):

The term also includes Your grandchildren residing with You. The age limit for children and grandchildren will not be less than 26, regardless of the child's or grandchild's marital status, student status or full-time employment status. Your natural child, adopted child, stepchild or grandchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. In addition, marital status will not prevent or cease the continuation of insurance for a mentally or physically disabled child or grandchild past the age limit.

For New Mexico Residents (Dental Insurance):

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild will not be denied dental insurance coverage under this certificate because:

- that child was born out of wedlock;
- that child is not claimed as Your dependent on Your federal income tax return; or
- that child does not reside with You.

For Texas Residents (Dental Insurance):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status, full-time employment status or military service status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

For Utah Residents (Dental Insurance):

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. The term includes an unmarried child who is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law and who has been continuously covered under a Dental plan since reaching age 26, with no break in coverage of more than 63 days, and who otherwise qualifies as a Child except for the age limit.

Proof of such disability must be sent to Us within 31 days after:

- the date the Child attains the limiting age in order to continue coverage; or
- You enroll a Child to be covered under this provision;

and at reasonable intervals after such date, but no more often than annually after the two-year period immediately following the date the Child qualifies for coverage under this provision.

For Washington Residents Dental Insurance:

The age limit for children will not be less than 26, regardless of the child's marital status, student status, or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

NOTICE FOR RESIDENTS OF ALL STATES WHO ARE INSURED FOR DENTAL INSURANCE

Notice Regarding Your Rights and Responsibilities

Rights:

- We will treat communications, financial records and records pertaining to your care in accordance with all applicable laws relating to privacy.
- Decisions with respect to dental treatment are the responsibility of You and the dentist. We neither require nor prohibit any specified treatment. However, only certain specified services are covered for benefits. Please see the Dental Insurance sections of this certificate for more details.
- You may request a pre-treatment estimate of benefits for the dental services to be provided. However, actual benefits will be determined after treatment has been performed.
- You may request a written response from MetLife to any written concern or complaint.
- You have the right to receive an explanation of benefits which describes the benefit determinations for your dental insurance.

Responsibilities:

- You are responsible for the prompt payment of any charges for services performed by the dentist. If the dentist agrees to accept part of the payment directly from MetLife, you are responsible for prompt payment of the remaining part of the dentist's charge.
- You should consult with the dentist about treatment options, proposed and potential procedures, anticipated outcomes, potential risks, anticipated benefits and alternatives. You should share with the dentist the most current, complete and accurate information about your medical and dental history and current conditions and medications.
- You should follow the treatment plans and health care recommendations agreed upon by You and the dentist.

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SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents will only be insured for the benefits:

- for which You and Your Dependents become and remain eligible, and
- which You elect, if subject to election; and
- which are in effect.

BENEFIT

BENEFIT AMOUNT AND HIGHLIGHTS

Dental Insurance For You and Your Dependents

For All Retired Employees

Covered Percentage for:	In-Network based on the Maximum Allowed Charge	Out-of-Network based on the Reasonable and Customary Charge
Type A Services	100%	100%
Type B Services	90%	50%
Type C Services	50%	50%
Type D Services (Orthodontic)	50%	50%
Deductibles for:	In-Network	Out-of-Network
Yearly Individual Deductible	\$0	\$25 for the following Covered Services Combined: Type B & Type C
Yearly Family Deductible	\$0	\$75 for the following Covered Services Combined: Type B & Type C
Maximum Benefit:	In-Network	Out-of-Network
Yearly Individual Maximum	\$2,000 for the following Covered Services: Type A, Type B & Type C	\$1,000 for the following Covered Services: Type A, Type B & Type C
Lifetime Individual Maximum for Type D Covered Services (Orthodontic)	\$1,000	\$1,000

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Employer's place of business;
- an alternate place approved by the Employer; or
- a location to which the Employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Employer-approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Cast Restoration means an inlay, onlay, or crown.

Child means the following: (for residents of Connecticut, Louisiana, Minnesota, Montana, New Mexico, Texas, Utah and Washington, the Child Definition is modified as explained in the Notice pages of this certificate - please consult the Notice)

For Dental Insurance, Your natural child; Your adopted child; Your stepchild or a child who resides with and is fully supported by You; and who, in each case, is under age 26 and unmarried.

The definition of Child includes grandchildren and children for whom You have initiated an application for adoption.

An adopted child includes a child placed in Your physical custody for purpose of adoption. If prior to completion of the legal adoption the child is removed from Your custody, the child's status as an adopted child will end.

If You provide Us notice, a Child also includes a child for whom You must provide Dental Insurance due to a Qualified Medical Child Support Order as defined in the United States Employee Retirement Income Security Act of 1974 as amended.

The term includes an Employee's Child who is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law, and has been so disabled continuously since a date before the Child reached the limiting age and who otherwise qualifies as a Child except for the age limit.

The term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee.

Contributory Insurance means insurance for which the Employer requires You to pay any part of the premium.

Contributory Insurance includes: Dependent Dental Insurance.

Covered Percentage means:

- for a Covered Service performed by an In-Network Dentist, the percentage of the Maximum Allowed Charge that We will pay for such services after any required Deductible is satisfied; and
- for a Covered Service performed by an Out-of-Network Dentist, the percentage of the Reasonable and Customary Charge that We will pay for such services after any required Deductible is satisfied.

DEFINITIONS (continued)

Covered Service means a dental service used to treat Your or Your Dependent's dental condition which is:

- prescribed or performed by a Dentist while such person is insured for Dental Insurance;
- Dentally Necessary to treat the condition; and
- described in the SCHEDULE OF BENEFITS or DENTAL INSURANCE sections of this certificate.

Deductible means the amount You or Your Dependents must pay before We will pay for Covered Services.

Dental Hygienist means a person trained to:

- remove calcareous deposits and stains from the surfaces of teeth; and
- provide information on the prevention of oral disease.

Dentally Necessary means that a dental service or treatment is performed in accordance with generally accepted dental standards as determined by Us and is:

- necessary to treat decay, disease or injury of the teeth; or
- essential for the care of the teeth and supporting tissues of the teeth.

Dentist means:

- a person licensed to practice dentistry in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Dentist's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where the services are performed and must act within the scope of that license. The person must also be certified and/or registered if required by such jurisdiction.

Dentures means fixed partial dentures (bridgework), removable partial dentures and removable full dentures.

Dependent(s) means Your Spouse and/or Child.

Full-Time means Active Work on the Employer's regular work schedule for the class of employees to which You belong. The work schedule must be at least 30 hours a week. Full-Time does not include temporary or seasonal employees.

In-Network Dentist means a Dentist who participates in the Preferred Dentist Program and has a contractual agreement with Us to accept the Maximum Allowed Charge as payment in full for a dental service.

Maximum Allowed Charge means the lesser of:

- the amount charged by the Dentist; or
- the maximum amount which the In-Network Dentist has agreed with Us to accept as payment in full for the dental service.

Noncontributory Insurance means insurance for which the Employer does not require You to pay any part of the premium.

Out-of-Network Dentist means a Dentist who does not participate in the Preferred Dentist Program.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

DEFINITIONS (continued)

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Reasonable and Customary Charge is the lowest of:

- the Dentist's actual charge for the services or supplies (or, if the provider of the service or supplies is not a Dentist, such other provider's actual charge for the services or supplies) (the 'Actual Charge'); or
- the usual charge by the Dentist or other provider of the services or supplies for the same or similar services or supplies (the 'Usual Charge'); or
- the usual charge of other Dentists or other providers in the same geographic area equal to the 90th percentile of charges as determined by MetLife based on charge information for the same or similar services or supplies maintained in MetLife's Reasonable and Customary Charge records (the 'Customary Charge'). Where MetLife determines that there is inadequate charge information maintained in MetLife's Reasonable and Customary Charge records for the geographic area in question, the Customary Charge will be determined based on actuarially sound principles.

An example of how the 90th percentile is calculated is to assume one hundred (100) charges for the same service are contained in MetLife's Reasonable and Customary charge records. These 100 hundred (100) charges would be sorted from lowest to highest charged amount and numbered 1 through 100. The 90th percentile of charges is the charge that is equal to the charge numbered 90.

Retired Employee means a person who:

- is at least 55 years of age; and
- has a minimum 5 years of service with the Employer; and
- was insured on the day immediately preceding the date of retirement; and
- has retired in accordance with the Employer's established retirement program.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse.

The term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an employee or Retired Employee.

We, Us and Our mean MetLife.

Written or Writing means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Year or Yearly, means the 12 month period that begins January 1.

You and Your mean a Retired Employee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Retired Employees

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your class as shown in the SCHEDULE OF BENEFITS.

For All Retired Employees

You are eligible for insurance if You were Actively at Work and covered on the day immediately preceding the date of Your retirement and retired in accord with the Employer's retirement plan.

references to Active Work and Actively at Work will not apply; and
"end of employment" will mean the end of the person's status as a retiree, as stated in the Employer's retirement plan.

If You are in an eligible class on January 1, 2025, You will be eligible for insurance on that date.

If You enter an eligible class after January 1, 2025, You will be eligible for insurance on the date You enter that class.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

ENROLLMENT PROCESS FOR DENTAL INSURANCE

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

If You are eligible for insurance, You may enroll for such insurance by completing the required form in Writing. If You enroll for Contributory Insurance, You must also give the Employer Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Employer how much You will be required to contribute.

The Dental Insurance has a regular enrollment period established by the Employer. Subject to the rules of the Group Policy, You may enroll for Dental Insurance only when You are first eligible or during an annual enrollment period or If You have a Qualifying Event. You should contact the Employer for more information regarding the annual enrollment period.

DATE YOUR INSURANCE TAKES EFFECT

Enrollment When First Eligible

If You complete the enrollment process within 31 days of becoming eligible for insurance you are a timely entrant, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, the benefit will take effect on the day You resume Active Work.

Enrollment During First Annual Enrollment Period Following the Date You Became Eligible

You will be able to enroll for insurance during the first annual enrollment period. When You complete the enrollment process during the first annual enrollment period, such insurance will take effect on the first day of the month coincident with or next following the enrollment period, if You are actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Enrollment During Any Subsequent Dental Enrollment Period

During any subsequent annual enrollment period for dental insurance as determined by the Employer, You may enroll for insurance for which You are eligible. If You are not currently enrolled for Dental Insurance but You enroll or make changes to Your insurance during a subsequent enrollment period, the Dental Insurance takes effect on the first day of the month following the enrollment period, if You are Actively at Work on that day.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Enrollment Due to a Qualifying Event

You may enroll for insurance for which You are eligible or change the amount of Your insurance between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 31 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect on the first day of the month coincident with or next following the date of Your request, if You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Qualifying Event includes:

- marriage; or
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment; or

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

- the death of a dependent; or
- You previously did not enroll for dental coverage for You or Your dependent because You had other
- group coverage, but that coverage has ceased due to loss of eligibility for the other group coverage; or
- Your dependent's ceasing to qualify as a dependent under this insurance or under other group coverage.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You;
4. the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

All Retired Employees

DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

For All Retired Employees

You are eligible for Dependent insurance if You were Actively at Work and covered on the day immediately preceding the date of Your retirement and retired in accord with the Employer's retirement plan.

- references to Active Work and Actively at Work will not apply; and
- "end of employment" will mean the end of the person's status as a retiree, as stated in the Employer's retirement plan.

If You are in an eligible class on January 1, 2025, You will be eligible for Dependent insurance on that date.

If You enter an eligible class after January 1, 2025, You will be eligible for Dependent insurance on the date You enter that class.

No person may be insured as a Dependent of more than one employee or Retired Employee.

ENROLLMENT PROCESS FOR INSURANCE ON YOUR DEPENDENTS

If You are eligible for Dependent Insurance, You may enroll for such insurance by completing the required form in Writing for each Dependent to be insured. If You enroll for Contributory Insurance, You must also give the Employer Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Employer how much You will be required to contribute.

In order to enroll for Dental Insurance for Your Dependents, You must either (a) already be enrolled for Dental Insurance for You or (b) enroll at the same time for Dental Insurance for You.

The Dental Insurance has a regular enrollment period established by the Employer. Subject to the rules of the Group Policy, You may enroll for Dependent Dental Insurance only when You are first eligible or during an annual enrollment period or If You have a Qualifying Event. You should contact the Employer for more information regarding the annual enrollment period.

DATE YOUR INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS

Enrollment When First Eligible

If You complete the enrollment process for Dependent Dental Insurance within 31 days of becoming eligible for Dependent Insurance you are a timely entrant, such insurance will take effect on the later of:

- the date You become eligible for such insurance; and
- the date You enroll

provided You are Actively at Work on that date. If You are not Actively at Work on that date, it will take effect on the day You return to Active Work.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

Enrollment During First Annual Enrollment Period Following the Date You Became Eligible

You will be able to enroll for Dependent Insurance during the first annual enrollment period. When You complete the enrollment process during the first annual enrollment period, such insurance will take effect on the first day of the month coincident with or next following the enrollment period, if You are actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Enrollment During Any Subsequent Dental Enrollment Period

During any subsequent annual enrollment period for dental insurance as determined by the Employer, You may enroll for insurance for which You are eligible. If You are not currently enrolled for Dependent Dental Insurance but You enroll or make changes to Your insurance during a subsequent enrollment period, the Dependent Dental Insurance takes effect on the first day of the month following the enrollment period, if You are Actively at Work on that day.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Enrollment Due to a Qualifying Event

You may enroll for Dependent Insurance for which You are eligible or change the amount of Your Dependent Insurance between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 31 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect on the first day of the month coincident with or next following the date of Your request, if You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Qualifying Event includes:

- marriage; or
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment; or
- the death of a dependent; or
- You previously did not enroll for dental coverage for You or Your dependent because You had other group coverage, but that coverage has ceased due to loss of eligibility for the other group coverage; or
- Your dependent's ceasing to qualify as a dependent under this insurance or under other group coverage.

DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

A Dependent's insurance will end on the earliest of:

1. the date Your Dental Insurance ends;
2. the date You die;
3. the date the Group Policy ends;
4. the date Insurance for Your Dependents ends under the Group Policy;
5. the date Insurance for Your Dependents ends for Your class;
6. the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT;

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

7. the end of the period for which the last premium has been paid;
8. the date the person ceases to be a Dependent except in the case of a Dependent Child who has reached the maximum age as defined in the DEFINITIONS section, Insurance will end on the last day of the calendar month.
9. for Utah residents, the last day of the calendar month the person ceases to be a Dependent.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP DENTAL COVERAGE

The following rules will apply if this Dental Insurance replaces other group dental coverage provided to You by the Employer.

Prior Plan means the group dental coverage provided to You by the Employer on the day before the Replacement Date.

Replacement Date means the effective date of this Dental Insurance under the Group Policy.

Rules if You and Your Dependents were Covered Under the Prior Plan on the Day Before the Replacement Date:

1. if You and Your Dependents were covered under the Prior Plan on the day before the Replacement Date, You will be eligible for this Dental Insurance on the Replacement Date if You are in an eligible class on such date;
2. if any of the following conditions occurred while coverage was in effect under the Prior Plan, We will treat such conditions as though they occurred while this Dental Insurance is in effect:
 - the loss of a tooth; and
 - the accumulation of amounts toward:
 - Annual Deductibles;
 - Annual Maximum Benefits; and
 - Lifetime Maximum Benefits;
3. if a dental service was received while the Prior Plan was in effect and such service would be a Covered Service subject to frequency and/or time limitations if performed while this Dental Insurance is in effect, the receipt of such prior service will be counted toward the time and frequency limitations under this Dental Insurance;
4. if a government mandated continuation of coverage under the Prior Plan was in effect on the Replacement Date, such coverage may be continued under this Dental Insurance if the required payment is made for the cost of such coverage. In such case, benefits will be available under this Dental Insurance until the earlier of:
 - the date the continued coverage ends as set forth in the provisions of the government-mandated requirements; or
 - the date this Dental Insurance ends.

Rules if You and Your Dependents were NOT covered under the Prior Plan on the Day Before the Replacement Date:

1. You will be eligible for this Dental Insurance when You meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU;
2. Your Dependents will be eligible for this Dental Insurance when they meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS; and
3. We will credit any time accumulated toward any eligibility waiting period under the Prior Plan to the satisfaction of any eligibility waiting period required to be met under this Dental Insurance.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR MENTALLY OR PHYSICALLY DISABLED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law. Proof of such disability must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical disability; and
- continues to qualify as a Child, except for the age limit.

COBRA CONTINUATION FOR DENTAL INSURANCE

The following applies to employers with 20 or more employees that are not church or government plans:

If Dental Insurance for You or a Dependent ends, You or Your Dependent may qualify for continuation of such insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). Please refer to the COBRA section of Your summary plan description or contact the Employer for information regarding continuation of insurance under COBRA.

AT YOUR OPTION – CONTINUATION OF DENTAL INSURANCE FOR YOUR DEPENDENTS

If You die or Your marriage is dissolved, Dental Insurance for Your Dependent that would otherwise end may be continued. If You die, it may be continued by Your Spouse or by Your Dependent Children if there is no Spouse. If Your marriage is dissolved, it may be continued by Your former Spouse.

Such insurance may be continued from the date of Your death or the date Your marriage is dissolved until the earliest of the following:

- the date coverage is provided under any other group health plan;
- the date of expiration of the last period for which the required premium payment was made; or
- the date such insurance would otherwise terminate under the policy.

When You die or Your marriage is dissolved notice will be given of the right to continue Dental Insurance for Your Dependents. The person to whom notice is given will then have at least 60 days to elect to continue such insurance.

Your Dependent Child may also continue coverage under this plan if such Child's insurance would otherwise end because that child no longer qualifies as a Dependent under the terms of this plan. Such coverage may be continued until the earliest of the following:

- the date coverage is provided under any other group plan;
- 36 months after continuation by the Dependent was elected;
- the date of expiration of the last period for which the required premium payment was made; or
- the date such insurance would otherwise terminate under the policy.

Any person who elects to continue insurance must pay the full cost of that insurance (including both the shares that You and Your Employer now pay), plus any additional amounts permitted by law. But the total amount of premium for Dental Insurance for Your Dependents will not exceed 102% of the cost to the plan for such insurance for other similarly situated Dependents. Payments for continued insurance must be made to the Employer on the first day of each month, in advance. The employer must provide verification of the cost of coverage if requested.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)

If an event gives rise to a right to continue Dental Insurance for Your Dependents under more than one provision of this certificate, the right to elect to continue insurance under each such provision runs concurrently with, not consecutively to, one another.

AT YOUR OPTION: CONTINUATION OF DENTAL INSURANCE WHEN EMPLOYMENT ENDS OR THE NUMBER OF HOURS YOU WORK ARE REDUCED

Your Dental Insurance and Dental Insurance for Your Dependents may be continued if it ends because Your employment ends or the number of hours You work are reduced unless:

- this plan ends for all employees;
- this plan is changed to end Dental Insurance for the class of employees to which You belong;
- Dental Insurance ends because You failed to pay a required Contribution;

Your employment ends or Your hours are reduced due to Your gross misconduct; or

You are covered for dental benefits under another group dental plan, which does not have a preexisting conditions limitation that applies to You.

Within 10 days of the date Your employment ends or Your hours are reduced Your Employer must give You written notice of:

- Your right to continue Your Dental Insurance and Dental Insurance for Your Dependents;
- the steps You must follow to request a continuation and to pay premiums for such insurance;
- the amount of premium payment that is required; and the date by which premium payments will be due.

To continue Your Dental Insurance and Dental Insurance for Your Dependents, You must send a written request to continue such Insurance and You must pay the first premium within 60 days after You receive notice of Your right to continue such insurance from Your employer. If You fail to request a continuation and pay the first premium within this time limit, Your right to continue Your Dental Insurance and Dental Insurance for Your Dependents will end.

The premium that You must pay may include the amount, if any, that You contributed for such Insurance before it ended, plus any amount the Employer paid, plus an administrative charge which will not to exceed two percent of the premium.

Dental Insurance continued under this section will end on the earliest of the following to occur:

- the date this plan ends;
- the date this plan is changed to end Dental Insurance for the class of employees to which You belong;
- the end of 18 months from the date Your employment ended or Your hours were reduced;
- If You do not pay a required premium, the end of the period for which the last required payment was made;
- the date You become eligible for Dental coverage under any other group plan, if such plan does not have a preexisting conditions limitation that applies to You; or

EVIDENCE OF INSURABILITY

No evidence of insurability is required for the insurance described in this certificate.

DENTAL INSURANCE

If You or a Dependent incur a charge for a Covered Service, Proof of such service must be sent to Us. When We receive such Proof, We will review the claim and if We approve it, will pay the insurance in effect on the date that service was completed.

This Dental Insurance gives You access to Dentists through the MetLife Preferred Dentist Program (PDP). Dentists participating in the PDP have agreed to limit their charge for a dental service to the Maximum Allowed Charge for such service. Under the PDP, We pay benefits for Covered Services performed by either In-Network Dentists or Out-of-Network Dentists. However, You may be able to reduce Your out-of-pocket costs by using an In-Network Dentist because Out-of-Network Dentists have not entered into an agreement with Us to limit their charges. You are always free to receive services from any Dentist. You do not need any authorization from Us to choose a Dentist.

The PDP does not provide dental services. Whether or not benefits are available for a particular service, does not mean You should or should not receive the service. You and Your Dentist have the right and are responsible at all times for choosing the course of treatment and services to be performed. After services have been performed, We will determine the extent to which benefits, if any, are payable.

When requesting a Covered Service from an In-Network Dentist, We recommend that You:

- identify Yourself as an insured in the Preferred Dentist Program; and
- confirm that the Dentist is currently an In-Network Dentist at the time that the Covered Service is performed.

The amount of the benefit will not be affected by whether or not You identify Yourself as a member in the Preferred Dentist Program.

You can obtain a customized listing of MetLife's In-Network Dentists either by calling 1-800-438-6388 or by visiting Our website at www.metlife.com/dental.

BENEFIT AMOUNTS

We will pay benefit amounts for charges incurred by You or a Dependent for a Covered Service as shown in the SCHEDULE OF BENEFITS, subject to the conditions set forth in this certificate.

In-Network

If a Covered Service is performed by an In-Network Dentist, We will base the benefit on the Covered Percentage of the Maximum Allowed Charge.

If an In-Network Dentist performs a Covered Service, You will be responsible for paying:

- the Deductible; and
- any other part of the Maximum Allowed Charge for which We do not pay benefits.

Out-of-Network

If a Covered Service is performed by an Out-of-Network Dentist, We will base the benefit on the Covered Percentage of the Reasonable and Customary Charge.

Out-of-Network Dentists may charge You more than the Reasonable and Customary Charge. If an Out-of-Network Dentist performs a Covered Service, You will be responsible for paying:

- the Deductible;
- any other part of the Reasonable and Customary Charge for which We do not pay benefits; and
- any amount in excess of the Reasonable and Customary Charge charged by the Out-of-Network Dentist.

DENTAL INSURANCE (continued)

Maximum Benefit Amounts

The Schedule of Benefits sets forth Maximum Benefit Amounts We will pay for Covered Services received In-Network and Out-of-Network. We will never pay more than the greater of the In-Network Maximum Benefit Amount or the Out-of-Network Maximum Benefit Amount.

For example, if a Covered Service is received Out-of-Network and We pay \$300 in benefits for such service, \$300 will be applied toward both the In-Network and the Out-of-Network Maximum Benefit Amounts applicable to such service.

Deductibles

The Deductible amounts are shown in the SCHEDULE OF BENEFITS.

The Yearly Individual Deductible is the amount that You and each Dependent must pay for Covered Services to which such Deductible applies each Year before We will pay benefits for such Covered Services.

We apply amounts used to satisfy Yearly Individual Deductibles to the Yearly Family Deductible. Once the Yearly Family Deductible is satisfied, no further Yearly Individual Deductibles are required to be met.

The amount We apply toward satisfaction of a Deductible for a Covered Service is the amount We use to determine benefits for such service. The Deductible Amount will be applied based on when Dental insurance claims for Covered Services are processed by Us. The Deductible Amount will be applied to Covered Services in the order that Dental Insurance claims for Covered Services are processed by Us regardless of when a Covered Service is "incurred". When several Covered Services are incurred on the same date and Dental Insurance benefits are claimed as part of the same claim, the Deductible Amount is applied based on the Covered Percentage applicable to each Covered Service. The Deductible Amount will be applied in the order of highest Covered Percentage to lowest Covered Percentage.

Alternate Benefit

If We determine that a service, less costly than the Covered Service the Dentist performed, could have been performed to treat a dental condition, We will pay benefits based upon the less costly service if such service:

- would produce a professionally acceptable result under generally accepted dental standards; and
- would qualify as a Covered Service.

For example:

- when a filling and an inlay are both professionally acceptable methods for treating tooth decay or breakdown, We may base Our benefit determination upon the filling which is the less costly service;
- when a filling and a crown are both professionally acceptable methods for treating tooth decay or breakdown, We may base Our benefit determination upon the filling which is the less costly service; and
- when a partial denture and fixed bridgework are both professionally acceptable methods for replacing multiple missing teeth in an arch, We may base Our benefit determination upon the partial denture which is the less costly service.

If We pay benefits based upon a less costly service in accordance with this subsection, the Dentist may charge You or Your Dependent for the difference between the service that was performed and the less costly service. This is the case even if the service is performed by an In-Network Dentist.

Certain comprehensive dental services have multiple steps associated with them. These steps can be completed at one time or during multiple sessions. For benefit purposes under this certificate, these separate steps of one service are considered to be part of the more comprehensive service. Even if the dentist submits separate bills, the total benefit payable for all related charges will be limited by the maximum benefit payable for the more comprehensive service. For example, root canal therapy includes x-rays, opening of the pulp chamber, additional x-rays, and filling of the chamber. Although these services may be performed in multiple sessions, they all constitute root canal therapy. Therefore, we will only pay benefits for the root canal therapy.

DENTAL INSURANCE (continued)

Orthodontic Covered Services

Orthodontic treatment generally consists of initial placement of an appliance and periodic follow-up visits.

The benefit payable for the initial placement will not exceed 20% of the Maximum Benefit Amount for Orthodontia.

The benefit payable for the periodic follow-up visits will be based on the lower of:

- the amount charged by the Dentist; and
- the Maximum Benefit Amount for Orthodontia.

The benefit payable for the periodic follow-up visits will be payable on a monthly basis during the scheduled course of the orthodontic treatment if:

- Dental Insurance is in effect for the person receiving the orthodontic treatment; and
- proof is given to Us that the orthodontic treatment is continuing.

Benefits for Orthodontic Services Begun Prior to this Dental Insurance

If the initial placement was made prior to this Dental Insurance being in effect, the benefit payable will be reduced by the portion attributable to the initial placement.

If the periodic follow-up visits commenced prior to this Dental Insurance being in effect:

- the number of months for which benefits are payable will be reduced by the number of months of treatment performed before this Dental Insurance was in effect; and
- the total amount of the benefit payable for the periodic visits will be reduced proportionately.

Pretreatment Estimate of Benefits

If a planned dental service is expected to cost more than \$300, You have the option of requesting a pretreatment estimate of benefits. The Dentist should submit a claim detailing the services to be performed and the amount to be charged. After We receive this information, We will provide You with an estimate of the Dental Insurance benefits available for the service. The estimate is not a guarantee of the amount We will pay. Under the Alternate Benefit provision, benefits may be based on the cost of a service other than the service that You choose. You are required to submit Proof on or after the date the dental service is completed in order for Us to pay a benefit for such service.

The pretreatment estimate of benefits is only an estimate of benefits available for proposed dental services. You are not required to obtain a pretreatment estimate of benefits. As always, You or Your Dependent and the Dentist are responsible for choosing the services to be performed.

Benefits We Will Pay After Insurance Ends

We will pay benefits for a 31 day period after Your Insurance ends for the completion of installation of a prosthetic device if:

- the Dentist prepared the abutment teeth or made impressions before Your Insurance ends; and
- the device is installed within 31 days after the date the Insurance ends.

We will pay benefits for a 31 day period after Your Insurance ends for the completion of installation of a Cast Restoration if:

- the Dentist prepared the tooth for the Cast Restoration before Your Insurance ends; and
- the Cast Restoration is installed within 31 days after the date the Insurance ends.

We will pay benefits for a 31 day period after Your Insurance ends for completion of root canal therapy if:

- the Dentist opened into the pulp chamber before Your Insurance ends; and
- the treatment is finished within 31 days after the date the Insurance ends.

DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES

Type A Covered Services

1. Oral exams are limited to twice every Year less the number of problem-focused examinations received during such Year.
2. Screenings, including state or federally mandated screenings, to determine an individual's need to be seen by a dentist for diagnosis, are limited to twice every Year.
3. Patient assessments (limited clinical inspection that is performed to identify possible signs of oral or systemic disease, malformation, or injury, and the potential need for referral for diagnosis and treatment), are limited to twice every Year.
4. Problem-focused examinations are limited to twice every Year less the number of oral exams received during such Year.
5. Bitewing x-rays but not more than 1 set every Year.
6. Full mouth or panoramic x-rays once every 60 months.
7. Intraoral-periapical x-rays.
8. Dental x-rays except as mentioned elsewhere in this certificate.
9. Cleaning of teeth also referred to as oral prophylaxis (including full mouth scaling in presence of generalized moderate or severe gingival inflammation after oral evaluation) twice every Year.
10. Topical fluoride treatment for a Child under age 19, but not more than once in a Year.
11. Periodontal maintenance where periodontal treatment (including scaling, root planing, and periodontal surgery such as gingivectomy, gingivoplasty and osseous surgery) has been performed. Periodontal maintenance is limited two times in any calendar year less the number of teeth cleanings received during such calendar year.
12. Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards, 1 in 24 months.
13. Repair/reline and adjustments of occlusal guards and night guards, 1 in 36 months.

Type B Covered Services

1. Pulp vitality, diagnostic photographs, and bacteriological studies for determination of bacteriologic agents.
2. Collection and preparation of genetic sample material for laboratory analysis and report, but no more than once per lifetime.
3. Diagnostic casts.
4. Sealants or sealant repairs for a Child under age 16, which are applied to non-restored, non-decayed first and second permanent molars, but not more than once per tooth in a lifetime.
5. Preventive resin restorations, which are applied to non-restored first and second permanent molars, but not more than once per tooth in a lifetime.
6. Interim caries arresting medicament application applied to permanent bicuspid and 1st and 2nd molar teeth, but not more than once per tooth in a lifetime.
7. Space maintainers for a Child under age 16, once per lifetime per tooth area.

DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES (continued)

8. Protective (sedative) fillings.
9. Initial placement of amalgam fillings.
10. Replacement of an existing amalgam filling, but only if:
 - at least 24 months have passed since the existing filling was placed; or
 - a new surface of decay is identified on that tooth.
11. Initial placement of resin fillings.
12. Replacement of an existing resin filling, but only if:
 - at least 24 months have passed since the existing filling was placed; or
 - a new surface of decay is identified on that tooth.
13. Emergency palliative treatment to relieve tooth pain.
14. General anesthesia or intravenous sedation in connection with oral surgery, extractions or other Covered Services, when We determine such anesthesia or intravenous sedation is necessary in accordance with generally accepted dental standards.
15. Simple extractions.
16. Surgical extractions.
17. Oral surgery except as mentioned elsewhere in this certificate.
18. Pulp capping (excluding final restoration).
19. Pulp therapy.
20. Apexification/recalcification.
21. Therapeutic pulpotomy (excluding final restoration).
22. Root canal treatment, including bone grafts and tissue regeneration procedures in conjunction with periradicular surgery, but not more than once for the same tooth.

Other endodontic procedures, such as apicoectomy, retrograde fillings, root amputation, and hemisection.
23. Periodontal, non-surgical treatment such as scaling and root planing, but not more than once per quadrant in any 24 month period.
24. Periodontal surgery not mentioned elsewhere, including gingivectomy, gingivoplasty and osseous surgery, but no more than one surgical procedure per quadrant in any 36 month period.
25. Periodontal soft & connective tissue grafts, but no more than one surgical procedure per quadrant in any 36 month period.
26. Prefabricated crown, but no more than one replacement for the same tooth surface within 5 Years.
27. Local chemotherapeutic agents.
28. Injections of therapeutic drugs.
29. Application of desensitizing medicaments where periodontal treatment (including scaling, root planing, and periodontal surgery such as osseous surgery) has been performed.

DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES (continued)

Type C Covered Services

1. Consultations for interpretation of diagnostic image by a Dentist not associated with the capture of the image, but not more than once in a 12 month period.
2. Other consultations, but not more than once in a 12 month period.
3. Tissue Conditioning, but not more than once in a 24 month period.
4. Labial veneers, but no more than once per tooth in a period of 5 years.
5. Initial installation of Cast Restorations (except an implant supported Cast Restoration).
6. Replacement of Cast Restorations (except an implant supported Cast Restoration), but only if at least 5 years have passed since the most recent time that:
 - a Cast Restoration was installed for the same tooth surface; or
 - a Cast Restoration for the same tooth surface was replaced.
7. Simple Repairs of Cast Restorations but not more than once in a 12 month period.
8. Core buildup, but no more than once per tooth in a period of 5 Years.
9. Post and cores, but no more than once per tooth in a period of 5 Years.
10. Initial installation of full or partial Dentures (other than implant supported prosthetics):
 - when needed to replace congenitally missing teeth; or
 - when needed to replace natural teeth that are lost while the person receiving such benefits was insured for Dental Insurance.
11. Replacement of a non-serviceable fixed Denture if such Denture was installed more than 5 Years prior to replacement.
12. Replacement of an immediate, temporary full Denture with a permanent full Denture if the immediate, temporary full Denture cannot be made permanent and such replacement is done within 12 months of the installation of the immediate, temporary full Denture.
13. Replacement of a non-serviceable removable Denture if such Denture was installed more than 5 Years prior to replacement.
14. Adjustments of Dentures:
 - if at least 6 months have passed since the installation of the existing removable Denture; and
 - not more than once in any 6 month period.
15. Relinings and rebasings of existing removable Dentures:
 - if at least 6 months have passed since the installation of the existing removable Denture; and
 - not more than once in any 24 month period.
16. Repair of Dentures but not more than once in a 12 month period.
17. Addition of teeth to fixed and permanent Denture to replace natural teeth removed while this Dental Insurance was in effect for the person receiving such services.

DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES (continued)

18. Addition of teeth to a partial removable Denture to replace natural teeth removed while this Dental Insurance was in effect for the person receiving such services.
19. Re-cementing of Cast Restorations or Dentures but not more than once in a 12 month period.
20. Implant services (including sinus augmentation and bone replacement and graft for ridge preservation), but no more than once for the same tooth position in a 5 Year period:
 - when needed to replace congenitally missing teeth; or
 - when needed to replace natural teeth that are lost while the person receiving such benefits was insured for Dental Insurance.
21. Cleaning and inspection of a removable appliance twice every Year.
22. Repair of implants, but not more than once in a 5 Year period.
23. Implant supported prosthetics, but no more than once for the same tooth position in a 5 Year period:
 - when needed to replace congenitally missing teeth; or
 - when needed to replace natural teeth that are lost while the person receiving such benefits was insured for Dental Insurance.
24. Repair of implant supported prosthetics but not more than once in a 12 month period.
25. Occlusal adjustments, but not more than once in a 12 month period.
26. Non-surgical treatment of temporomandibular joint disorders. This includes cone beam imaging and TMJ non-invasive physical therapies. However, cone beam imaging for such treatment will not be covered more than once for the same tooth position in a 60 month period and TMJ non-invasive physical therapies will not be covered more than once in a 12 month period.

With respect to residents of Minnesota, Oral surgical and non-surgical treatment of Temporomandibular joint disorders (TMJ) and craniomandibular disorder. This includes cone beam imaging and TMJ non-invasive physical therapies. However, but cone beam imaging for such treatment will not be covered more than once for the same tooth position in a 60 month period and TMJ non-invasive physical therapies will not be covered more than once in a 12 month period.

Type D Covered Services

Orthodontia, up to age 19, if the orthodontic appliance is initially installed while Dental Insurance is in effect for such Child.

The Lifetime Individual Maximum Benefit Amount for orthodontia is shown in the SCHEDULE OF BENEFITS.

DENTAL INSURANCE: EXCLUSIONS

We will not pay Dental Insurance benefits for charges incurred for:

1. Services which are not Dentally Necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which We deem experimental in nature;
2. Services for which You would not be required to pay in the absence of Dental Insurance;
3. Services or supplies received by You or Your Dependent before the Dental Insurance starts for that person;
4. Services which are primarily cosmetic unless such service is:
 - required for reconstructive surgery which is incidental to or follows surgery which results from trauma, an infection or other disease of the involved part; or
 - required for reconstructive surgery because of a congenital disease or anomaly of a Child which has resulted in a functional defect,

For residents of Texas see notice page section.

5. Services which are neither performed nor prescribed by a Dentist except for those services of a licensed dental hygienist which are supervised and billed by a Dentist and which are for:
 - scaling and polishing of teeth; or
 - fluoride treatments.
6. Services or appliances which restore or alter occlusion or vertical dimension.
7. Restoration of tooth structure damaged by attrition, abrasion or erosion, unless caused by disease.
8. Restorations or appliances used for the purpose of periodontal splinting.
9. Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco.
10. Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss.
11. Decoration, personalization or inscription of any tooth, device, appliance, crown or other dental work.
12. Missed appointments.
13. Services:
 - covered under any workers' compensation or occupational disease law;
 - covered under any employer liability law;
 - for which the employer of the person receiving such services is not required to pay; or
 - received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.
14. Services covered under other coverage provided by the Employer.
15. Temporary or provisional restorations.
16. Temporary or provisional appliances.

DENTAL INSURANCE: EXCLUSIONS (continued)

17. Prescription drugs.
18. Services for which the submitted documentation indicates a poor prognosis.
19. Services, to the extent such services, or benefits for such services, are available under a Government Plan. This exclusion will apply whether or not the person receiving the services is enrolled for the Government Plan. We will not exclude payment of benefits for such services if the Government Plan requires that Dental Insurance under the Group Policy be paid first.

Government Plan means any plan, program, or coverage which is established under the laws or regulations of any government.

The term does not include:

- any plan, program or coverage provided by a government as an employer; or
 - Medicare.
20. The following when charged by the Dentist on a separate basis:
 - claim form completion;
 - infection control such as gloves, masks, and sterilization of supplies; or
 - local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide.
 21. Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing or biting of food.
 22. Caries susceptibility tests.
 23. Initial installation of a fixed and permanent Denture to replace teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
 24. Other fixed Denture prosthetic services not described elsewhere in this certificate.
 25. Precision attachments, except when the precision attachment is related to implant prosthetics.
 26. Initial installation or replacement of a full or removable Denture to replace teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
 27. Addition of teeth to a partial removable Denture to replace teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
 28. Addition of teeth to a fixed and permanent Denture to replace teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
 29. Adjustment of a Denture made within 6 months after installation by the same Dentist who installed it.
 30. Implants to replace teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
 31. Implants supported prosthetics to replace teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
 32. Fixed and removable appliances for correction of harmful habits.
 33. Repair or replacement of an orthodontic device.

DENTAL INSURANCE: EXCLUSIONS (continued)

- 34. Duplicate prosthetic devices or appliances.
- 35. Replacement of a lost or stolen appliance, Cast Restoration, or Denture.
- 36. Intra and extraoral photographic images.

DENTAL INSURANCE: COORDINATION OF BENEFITS

When You or a Dependent incur charges for Covered Services, there may be other Plans, as defined below, that also provide benefits for those same charges. In that case, We may reduce what We pay based on what the other Plans pay. This Coordination of Benefits section explains how and when We do this.

DEFINITIONS

In this section, the terms set forth below have the following meanings:

Allowable Expense means a necessary dental expense for which both of the following are true:

- a Covered Person must pay it, and
- it is at least partly covered by one or more of the Plans that provide benefits to the Covered Person.

If a Plan provides fixed benefits for specified events or conditions (instead of benefits based on expenses incurred) such benefits are Allowable Expenses.

If a Plan provides benefits in the form of services, We treat the reasonable cash value of each service performed as both an Allowable Expense and a benefit paid by that Plan.

The term does not include:

- expenses for services performed because of a Job-Related Injury or Sickness;
- any amount of expenses in excess of the higher reasonable and customary fee for a service, if two or more Plans compute their benefit payments on the basis of reasonable and customary fees;
- any amount of expenses in excess of the higher negotiated fee for a service, if two or more Plans compute their benefit payments on the basis of negotiated fees; and
- any amount of benefits that a Primary Plan does not pay because the covered person fails to comply with the Primary Plan's managed care or utilization review provisions, these include provisions requiring:
 - second surgical opinions;
 - pre-certification of services;
 - use of providers in a Plan's network of providers; or
 - any other similar provisions.

We won't use this provision to refuse to pay benefits because an HMO member has elected to have dental services provided by a non-HMO provider and the HMO's contract does not require the HMO to pay for providing those services.

Claim Determination Period means a period that starts on any January 1 and ends on the next December 31. A Claim Determination Period for any covered person will not include periods of time during which that person is not covered under This Plan.

Custodial Parent means a Parent awarded custody, other than joint custody, by a court decree. In the absence of a court decree, it means the Parent with whom the child resides more than half of the Year without regard to any temporary visitation.

HMO means a Health Maintenance Organization or Dental Health Maintenance Organization.

Parent means a person who covers a child as a dependent under a Plan.

Plan means any of the following if it provides benefits or services for an Allowable Expense:

DENTAL INSURANCE: COORDINATION OF BENEFITS (CONTINUED)

- a group insurance plan;
- a group subscriber contact;
- an HMO;
- a blanket plan;
- uninsured arrangements of group or group type coverage;
- a group practice plan;
- a group service plan;
- a group prepayment plan;
- any other plan that covers people as a group;
- any other coverage required or provided by any law or any governmental program, except Medicaid.

The term does not include any of the following:

- individual or family insurance or subscriber contracts;
- individual or family coverage through closed panel Plans or other prepayment, group practice or individual practice Plans;
- hospital indemnity coverage;
- a school blanket plan that only provides accident-type coverage on a 24 hour basis, or a "to and from school basis," to students in a grammar school, high school or college;
- disability income protection coverage;
- accident only coverage;
- specified disease or specified accident coverage;
- nursing home or long term care coverage; or
- any government program or coverage if, by state or Federal law, its benefits are excess to those of any private insurance plan or other non-government plan.

The provisions of This Plan which limit benefits based on benefits or services provided under;

- Government Plans; or
- Plans which the employer , Policyholder (or an affiliate) contributes to or sponsors;

will not be affected by these Coordination of Benefits provisions.

Each policy, contract or other arrangement for benefits is a separate Plan. If part of a Plan reserves the right to reduce what it pays based on benefits or services provided by other Plans, that part will be treated separately from any parts which do not.

This Plan means the dental benefits described in this certificate, except for any provisions in this certificate that limit insurance based on benefits for services provided under government plans, or plans which the employer (or an affiliate) contributes to or sponsors.

Primary Plan means a Plan that pays its benefits first under the "Rules to Decide Which Plan Is Primary" section. A Primary Plan pays benefits as if the Secondary Plans do not exist.

Secondary Plan means a Plan that is not a Primary Plan. A Secondary Plan may reduce its benefits by amounts payable by the Primary Plan. If there are more than two Plans that provide coverage, a Plan may be Primary to some plans, and Secondary to others.

DENTAL INSURANCE: COORDINATION OF BENEFITS (CONTINUED)

RULES TO DECIDE WHICH PLAN IS PRIMARY

When more than one Plan covers the person for whom Allowable Expenses were incurred, We determine which plan is primary by applying the rules in this section.

When there is a basis for claim under This Plan and another Plan, This Plan is Secondary unless:

- the other Plan has rules coordinating its benefits with those of This Plan; and
- this Plan is primary under This Plan's rules.

The first rule below which will allow Us to determine which Plan is Primary is the rule that We will use.

Dependent or Non-Dependent: A Plan that covers a person other than as a dependent (for example, as an employee, member, subscriber, or retiree) is Primary and shall pay its benefits before a Plan that covers the person as a dependent; except that if the person is a Medicare beneficiary and, as a result of federal law or regulations, Medicare is:

- Secondary to the Plan covering the person as a dependent; and
- Primary to the Plan covering the person as other than a dependent (e.g., a retired employee),

then the order of benefits between the two Plans is reversed and the Plan that covers the person as a dependent is Primary.

Child Covered Under More Than One Plan – Court Decree: When This Plan and another Plan cover the same Child as the Dependent of two or more Parents, and the specific terms of a court decree state that one of the Parents must provide health coverage or pay for the Child's health care expenses, that Parent's Plan is Primary if the Plan has actual knowledge of those terms.

Child Covered Under More Than One Plan – The Birthday Rule: When This Plan and another Plan cover the same Child as the Dependent of two or more Parents, the Primary Plan is the Plan of the Parent whose birthday falls earlier in the Year if:

- the Parents are married; or
- the Parents are not separated (whether or not they have ever married); or
- a court decree awards joint custody without specifying which Parent must provide health coverage.

If both Parents have the same birthday, the Plan that covered either of the Parents longer is the Primary Plan.

However, if the other Plan does not have this rule, but instead has a rule based on the gender of the parent, and if as a result the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.

Child Covered Under More than One Plan – Custodial Parent: When This Plan and another Plan cover the same Child as the Dependent of two or more Parents, if the Parents are not married, or are separated (whether or not they ever married), or are divorced, the Primary Plan is:

- the Plan of the Custodial Parent; then
- the Plan of the spouse of the Custodial Parent; then
- the Plan of the non-custodial Parent; and then
- the Plan of the spouse of the non-custodial Parent.

Active or Inactive Employee: A Plan that covers a person as an employee who is neither laid off nor retired is Primary to a Plan that covers the person as a laid-off or retired employee (or as that person's Dependent). If the other Plan does not have this rule and, if as a result, the Plans do not agree on the order of benefits, this rule is ignored.

DENTAL INSURANCE: COORDINATION OF BENEFITS (CONTINUED)

Continuation Coverage: The Plan that covers a person as an active employee, member or subscriber (or as that employee's Dependent) is Primary to a Plan that covers that person under a right of continuation pursuant to federal law (e.g., COBRA) or state law. If the Plan that covers the person has not adopted this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule shall not apply.

Longer/Shorter Time Covered: If none of the above rules determine which Plan is Primary, the Plan that has covered the person for the longer time shall be Primary to a Plan that has covered the person for a shorter time.

No Rules Apply: If none of the above rules determine which Plan is Primary, the Allowable Expenses shall be shared equally between all the Plans. In no event will This Plan pay more than it would if it were Primary.

EFFECT ON BENEFITS OF THIS PLAN

If This Plan is Secondary, when the total Allowable Expenses incurred by a covered person in any Claim Determination Period are less than the sum of:

- the benefits that would be payable under This Plan without applying this Coordination of Benefits provision; and
- the benefits that would be payable under all other Plans without applying Coordination of Benefits or similar provisions;

then We will reduce the benefits that would otherwise be payable under This Plan. The sum of these reduced benefits plus all benefits payable for such Allowable Expenses under all other Plans will not exceed the total of the Allowable Expenses. Benefits payable under all other Plans include all benefits that would be payable if the proper claims had been made on time.

RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

We need certain information to apply the Coordination of Benefits rules. We have the right to decide which facts We need. We may get facts from or give them to any other organization or person. We do not need to tell, or get the consent of, any person or organization to do this. To obtain all benefits available, a covered person who incurs Allowable Expenses should file a claim under each Plan which covers the person. Each person claiming benefits under This Plan must give us any facts We need to pay the claim.

FACILITY OF PAYMENT

A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, We may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term "payment made" includes benefits provided in the form of services, in which case We may pay the reasonable cash value of the benefits provided in the form of services.

RIGHT OF RECOVERY

If the amount We pay is more than We should have paid under this Coordination of Benefits provision, We may recover the excess from one or more of:

- the person We have paid or for whom We have paid;
- insurance companies; or
- other organizations.

The amount of the payment includes the reasonable cash value of any benefits provided in the form of services.

FILING A CLAIM

For Dental Insurance, all claim forms needed to file for benefits under the group insurance program can be obtained by calling MetLife at 1-800-438-6388. Dental claim forms can also be downloaded from www.metlife.com/dental. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

CLAIMS FOR DENTAL INSURANCE BENEFITS

When a claimant files a claim for Dental Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 90 days of the date of a loss.

Claim and Proof may be given to Us by following the steps set forth below:

Step 1

A claimant can request a claim form by calling Us at 1-800-438-6388.

Step 2

We will send a claim form to the claimant within 15 days of the request. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

Step 3

When the claimant receives the claim form the claimant should fill it out as instructed and return it with the required Proof described in the claim form.

Step 4

The claimant must give Us Proof not later than 90 days after the date of the loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

Time Limit on Legal Actions For Dental Insurance. A legal action on a claim for Dental Insurance benefits may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

DENTAL INSURANCE: PROCEDURES FOR DENTAL CLAIMS

Procedures for Presenting Claims for Dental Insurance Benefits

All claim forms needed to file for Dental Insurance benefits under the group insurance program can be obtained from the Employer who can also answer questions about the insurance benefits and to assist You or, if applicable, Your beneficiary in filing claims. Dental claim forms can also be downloaded from www.metlife.com/dental. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Routine Questions on Dental Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-800-438-6388.

Claim Submission

For claims for Dental Insurance benefits, the claimant must complete the appropriate claim form and submit the required Proof as described in the FILING A CLAIM section of the certificate.

Claim forms must be submitted in accordance with in accordance with the instructions on the claim form.

Initial Determination

After You submit a claim for Dental Insurance benefits to MetLife, MetLife will review Your claim and notify You of its decision to approve or deny Your claim.

Such notification will be provided to You within a 30 day period from the date You submitted Your claim; except for situations requiring an extension of time of up to 15 days because of matters beyond the control of the Plan. If MetLife needs such an extension, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because You did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to notify You as to its claim decision. You will have 45 days to provide the requested information from the date You receive the notice requesting further information from MetLife.

If MetLife denies Your claim in whole or in part, the notification of the claims decision will state the reason why Your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criterion was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge.

Appealing the Initial Determination

If MetLife denies Your claim, You may take two appeals of the initial determination. Upon Your written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- Whether the appeal is the first or second appeal of the initial determination
- An explanation why You are appealing the initial determination.

DENTAL INSURANCE: PROCEDURES FOR DENTAL CLAIMS (CONTINUED)

As part of each appeal, You may submit any written comments, documents, records, or other information relating to Your claim.

After MetLife receives Your written request appealing the initial determination or determination on the first appeal, MetLife will conduct a full and fair review of Your claim. Deference will not be given to initial denials, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of dentistry involved in the judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify You in writing of its final decision within 30 days after MetLife's receipt of Your written request for review, except that under special circumstances MetLife may have up to an additional 30 days to provide written notification of the final decision. If such an extension is required, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason(s) why such an extension is needed, and state when it will make its determination.

If MetLife denies the claim on appeal, MetLife will send You a final written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge. Upon written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim.

GENERAL PROVISIONS

Assignment

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law.

Upon receipt of a Covered Service, You may assign Dental Insurance benefits to the Dentist providing such service.

Dental Insurance: Who We Will Pay

If You assign payment of Dental Insurance benefits to Your or Your Dependent's Dentist, We will pay benefits directly to the Dentist. Otherwise, We will pay Dental Insurance benefits to You.

Entire Contract

Your insurance is provided under a contract of group insurance with the Employer. The entire contract with the Employer is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Employer's application; and
3. any amendments and/or endorsements to the Group Policy.

The Employer has a copy of the entire contract. You may examine it at a reasonably accessible location.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

Overpayments

Recovery of Dental Insurance Overpayments

We have the right to recover any amount that We determine to be an overpayment, whether for services received by You or Your Dependents.

An overpayment occurs if We determine that:

- the total amount paid by Us on a claim for Dental Insurance is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

GENERAL PROVISIONS (continued)

If such overpayment occurs, You have an obligation to reimburse Us.

How We Recover Overpayments

We may recover the overpayment from You by:

- stopping or reducing any future benefits payable for Dental Insurance;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

"THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION"



Delaware American Life Insurance Company
MetLife Health Plans, Inc.
MetLife Legal Plans, Inc.
MetLife Legal Plans of Florida, Inc.
Metropolitan General Insurance Company

Metropolitan Life Insurance Company
Metropolitan Tower Life Insurance Company
SafeGuard Health Plans, Inc.
SafeHealth Life Insurance Company

Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally.

SECTION 1: Plan Sponsors and Group Insurance Contract Holders

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, as an executive benefit, or as otherwise made available at your work or through an association to which you belong. In this notice "you" refers to these individuals.

SECTION 2: Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

SECTION 3: Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life insurers, a legal plans company and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

SECTION 4: How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB, LLC ("MIB"). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB's

file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB, LLC, 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at www.mib.com.

SECTION 5: Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
 - perform business research
 - market new products to you
 - comply with applicable laws
 - process claims and other transactions
 - confirm or correct your information
 - help us run our business
-

SECTION 6: Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
 - telling another company what we know about you if we are selling or merging any part of our business
 - giving information to a governmental agency so it can decide if you are eligible for public benefits
 - giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
 - giving your information to your health care provider
 - having a peer review organization evaluate your information, if you have health coverage with us
 - those listed in our "Using Your Information" section above
-

SECTION 7: HIPAA

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at www.MetLife.com. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS@metlife.com, or call us at telephone number (212) 578-0299.

SECTION 8: Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. We will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

SECTION 9: Questions

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. A detailed notice shall be furnished to you upon request. When you write, include your name, address, and policy or account number.

Send privacy questions to:

MetLife Privacy Office
P. O. Box 489
Warwick, RI 02887-9954
privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.



HIPAA Notice of Privacy Practices for Protected Health Information

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED
AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

PLEASE REVIEW IT CAREFULLY.

Dear MetLife Customer:

This is your Health Information Privacy Notice from Metropolitan Life Insurance Company or a member of the MetLife, Inc. family of companies, which includes SafeGuard Health Plans, Inc., SafeHealth Life Insurance Company, and Delaware American Life Insurance Company (collectively, “**MetLife**”). **Please read it carefully.** You have received this notice because of your Dental, Vision, Long-Term Care, Cancer and Specified Disease Expense Insurance, or Health coverage with us (your “**Coverage**”). MetLife strongly believes in protecting the confidentiality and security of information we collect about you. This notice refers to MetLife by using the terms “us,” “we,” or “our.”

This notice describes how we protect the personal health information we have about you which relates to your MetLife Coverage (“**Protected Health Information**” or “**PHI**”), and how we may use and disclose this information. PHI includes individually identifiable information which relates to your past, present or future health, treatment or payment for health care services. This notice also describes your rights with respect to the PHI and how you can exercise those rights.

We are required to provide this notice to you by the Health Insurance Portability and Accountability Act (“**HIPAA**”). For additional information regarding our HIPAA Medical Information Privacy Policy or our general privacy policies, please see the privacy notices contained at our website, www.metlife.com. You may submit questions to us there or you may write to us directly at MetLife, Americas – U.S. HIPAA Privacy Office, P.O. Box 902, New York, NY 10159-0902.

NOTICE SUMMARY

The following is a brief summary of the topics covered in this HIPAA notice. Please refer to the full notice below for details.

As allowed by law, we may **use** and **disclose** PHI to:

- make, receive, or collect payments;
- conduct health care operations;
- administer benefits by sharing PHI with affiliates and Business Associates;
- assist plan sponsors in administering their plans; and
- inform persons who may be involved in or paying for another’s health care.

In addition, we may use or disclose PHI:

- where required by law or for public health activities;
- to avert a serious threat to health or safety;
- for health-related benefits or services;
- for law enforcement or specific government functions;
- when requested as part of a regulatory or legal proceeding; and
- to provide information about deceased persons to coroners, medical examiners, or funeral directors.

You have the right to:

- receive a copy of this notice;
- inspect and copy your PHI, or receive a copy of your PHI;
- amend your PHI if you believe the information is incorrect;
- obtain a list of disclosures we made about you (except for treatment, payment, or health care operations);

- ask us to restrict the information we share for treatment, payment, or health care operations;
- request that we communicate with you in a confidential manner; and
- complain to us or the U.S. Department of Health and Human Services if you believe your privacy rights have been violated.

We are required by law to:

- maintain the privacy of PHI;
- provide this notice of our legal duties and privacy practices with respect to PHI;
- notify affected individuals following a breach of unsecured PHI; and
- follow the terms of this notice.

NOTICE DETAILS

We protect your PHI from inappropriate use or disclosure. Our employees, and those of companies that help us service your MetLife Coverage, are required to comply with our requirements that protect the confidentiality of PHI. They may look at your PHI only when there is an appropriate reason to do so, such as to administer our products or services.

Except in the case of Long-Term Care Coverage, we will **not use or disclose** PHI that is genetic information for underwriting purposes. For example, we will not use information from a genetic test (such as DNA or RNA analysis) of an individual or an individual's family members to determine eligibility, premiums or contribution amounts under your Coverage.

We will **not sell or disclose** your PHI to any other company for their use in marketing their products to you. However, as described below, we will use and disclose PHI about you for business purposes relating to your Coverage.

The main reasons we may **use** and **disclose** your PHI are to evaluate and process any requests for coverage and claims for benefits you may make or in connection with other health-related benefits or services that may be of interest to you. The following describe these and other uses and disclosures.

- **For Payment:** We may use and disclose PHI to pay benefits under your Coverage. For example, we may review PHI contained in claims to reimburse providers for services rendered. We may also disclose PHI to other insurance carriers to coordinate benefits with respect to a particular claim. Additionally, we may disclose PHI to a health plan or an administrator of an employee welfare benefit plan for various payment-related functions, such as eligibility determination, audit and review, or to assist you with your inquiries or disputes.

- **For Health Care Operations:** We may also use and disclose PHI for our insurance operations. These purposes include evaluating a request for our products or services, administering those products or services, and processing transactions requested by you.

- **To Affiliates and Business Associates:** We may disclose PHI to Affiliates and to business associates outside of the MetLife family of companies if they need to receive PHI to provide a service to us and will agree to abide by specific HIPAA rules relating to the protection of PHI. Examples of business associates are: billing companies, data processing companies, companies that provide general administrative services, health information organizations, e-prescribing gateways, or personal health record vendors that provide services to covered entities. PHI may be disclosed to reinsurers for underwriting, audit or claim review reasons. PHI may also be disclosed as part of a potential merger or acquisition involving our business in order that the parties to the transaction may make an informed business decision.

- **To Plan Sponsors:** We may disclose summary health information such as claims history or claims expenses to a plan sponsor to enable it to obtain premium bids from health plans, or to modify, amend or terminate a group health plan. We may also disclose PHI to a plan sponsor to help administer its plan if the plan sponsor agrees to restrict its use and disclosure of PHI in accordance with federal law.

- **To Individuals Involved in Your Care:** We may disclose your PHI to a family member or other individual who is involved in your health care or payment of your health care. For example, we may disclose PHI to a covered family member whom you have authorized to contact us regarding payment of a claim.

- **Where Required by Law or for Public Health Activities:** We disclose PHI when required by federal, state or local law. Examples of such mandatory disclosures include notifying state or local health authorities regarding particular communicable diseases, or providing PHI to a governmental agency or regulator with health care oversight responsibilities.

- **To Avert a Serious Threat to Health or Safety:** We may disclose PHI to avert a serious threat to someone's health or safety. We may also disclose PHI to federal, state or local agencies engaged in disaster relief, as well as to private disaster relief or disaster assistance agencies to allow such entities to carry out their responsibilities in specific disaster situations.

- **For Health-Related Benefits or Services:** We may use your PHI to provide you with information about benefits available to you under your current coverage or policy and, in limited situations, about health-related products or services that may be of

interest to you. However, we will not send marketing communications to you in exchange for financial remuneration from a third party without your authorization.

- **For Law Enforcement or Specific Government Functions:** We may disclose PHI in response to a request by a law enforcement official made through a court order, subpoena, warrant, summons or similar process. We may disclose PHI about you to federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

- **When Requested as Part of a Regulatory or Legal Proceeding:** If you or your estate are involved in a lawsuit or a dispute, we may disclose PHI about you in response to a court or administrative order. We may also disclose PHI about you in response to a subpoena, discovery request, or other lawful process, but only if efforts have been made to tell you about the request or to obtain an order protecting the PHI requested. We may disclose PHI to any governmental agency or regulator with whom you have filed a complaint or as part of a regulatory agency examination.

- **PHI about Deceased Individuals:** We may release PHI to a coroner or medical examiner to assist in identifying a deceased individual or to determine the cause of death. In addition, we may disclose a deceased's person's PHI to a family member or individual involved in the care or payment for care of the deceased person unless doing so is inconsistent with any prior expressed preference of the deceased person which is known to us.

- **Other Uses of PHI:** Other uses and disclosures of PHI not covered by this notice and permitted by the laws that apply to us will be made only with your written authorization or that of your legal representative. If we are authorized to use or disclose PHI about you, you or your legally authorized representative may revoke that authorization in writing at any time, except to the extent that we have taken action relying on the authorization or if the authorization was obtained as a condition of obtaining your Coverage. You should understand that we will not be able to take back any disclosures we have already made with authorization.

Your Rights Regarding Protected Health Information That We Maintain About You

The following are your various rights as a consumer under HIPAA concerning your PHI. Should you have questions about or wish to exercise a specific right, please contact us in writing at the applicable Contact Address listed on the last page.

- **Right to Inspect and Copy Your PHI:** In most cases, you have the right to inspect and obtain a copy

of the PHI that we maintain about you. If we maintain the requested PHI electronically, you may ask us to provide you with the PHI in electronic format, if readily producible; or, if not, in a readable electronic form and format agreed to by you and us. To receive a copy of your PHI, you may be charged a fee for the costs of copying, mailing, electronic media, or other supplies associated with your request. You may also direct us to send the PHI you have requested to another person designated by you, so long as your request is in writing and clearly identifies the designated individual. However, certain types of PHI will not be made available for inspection and copying. This includes psychotherapy notes or PHI collected by us in connection with, or in reasonable anticipation of, any claim or legal proceeding. In very limited circumstances, we may deny your request to inspect and obtain a copy of your PHI. If we do, you may request that the denial be reviewed. The review will be conducted by an individual chosen by us who was not involved in the original decision to deny your request. We will comply with the outcome of that review.

- **Right to Amend Your PHI:** If you believe that your PHI is incorrect or that an important part of it is missing, you have the right to ask us to amend your PHI while it is kept by or for us. You must specify the reason for your request. We may deny your request if it is not in writing or does not include a reason that supports the request. In addition, we may deny your request if you ask us to amend PHI that:

- is accurate and complete;
- was not created by us, unless the person or entity that created the PHI is no longer available to make the amendment;
- is not part of the PHI kept by or for us; or
- is not part of the PHI which you would be permitted to inspect and copy.

- **Right to a List of Disclosures:** You have the right to request a list of the disclosures we have made of your PHI. This list will not include disclosures made for treatment, payment, health care operations, purposes of national security, to law enforcement, to corrections personnel, pursuant to your authorization, or directly to you. To request this list, you must submit your request in writing. Your request must state the time period for which you want to receive a list of disclosures. You may only request an accounting of disclosures for a period of time less than six years prior to the date of your request. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be free. We may charge you for responding to any additional requests. We will notify you of the cost involved, and you may choose to withdraw or modify your request at that time before you incur any cost.

- **Right to Request Restrictions:** You have the right to request a restriction or limitation on PHI we

Use or disclose about you for treatment, payment, or health care operations, or that we disclose to someone who may be involved in your care or payment for your care, like a family member or friend. While we will consider your request, **we are not required to agree to it.** If we do agree to it, we will comply with your request. To request a restriction, you must make your request in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse or parent). We will not agree to restrictions on PHI uses or disclosures that are legally required, or which are necessary to administer our business.

- **Right to Request Confidential**

Communications: You have the right to request that we communicate with you about PHI in a certain way or at a certain location if you tell us that communication in another manner may endanger you. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing and specify how or where you wish to be contacted. We will accommodate all reasonable requests.

- **Contact Addresses:** If you have any questions about a specific individual right or you want to exercise one of your individual rights, please submit your request in writing to the address below which applies to your Coverage:

MetLife or SafeGuard Dental & Vision
P.O. Box 14587
Lexington, KY 40512-4587

MetLife LTC Privacy Coordinator
1300 Hall Boulevard, 3rd Floor
Bloomfield, CT 06002

Delaware American Life Insurance
Company
MetLife Worldwide Benefits
P.O. Box 1449
Wilmington, DE 19899-1449

Cancer and Specified Disease
Expense Insurance
c/o Bay Bridge Administrators, LLC
P.O. Box 161690
Austin, TX 78716

- **Right to File a Complaint:** If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with us, please contact MetLife, Americas – U.S. HIPAA Privacy Office, P.O. Box 902, New York, NY 10159-0902. All complaints must be submitted in writing. You will not be penalized for filing a complaint. If you have questions as to how to file a complaint, please contact us at telephone number (212) 578-0299 or at HIPAAprivacyAmericasUS@metlife.com.

ADDITIONAL INFORMATION

Changes to This Notice: We reserve the right to change the terms of this notice at any time. We reserve the right to make the revised or changed notice effective for PHI we already have about you, as well as any PHI we receive in the future. The effective date of this notice and any revised or changed notice may be found on the last page, on the bottom right-hand corner of the notice. You will receive a copy of any revised notice from MetLife by mail or by e-mail, if e-mail delivery is offered by MetLife and you agree to such delivery.

Further Information: You may have additional rights under other applicable laws. For additional information regarding our HIPAA Medical Information Privacy Policy or our general privacy policies, please e-mail us at HIPAAprivacyAmericasUS@metlife.com or call us at telephone number (212) 578-0299, or write us at:

MetLife, Americas
U.S. HIPAA Privacy Office
P.O. Box 902
New York, NY 10159-0902

PLAN PRIVACY INFORMATION

Notwithstanding any other Plan provision in this or other sections of the Plan, the Plan will operate in accordance with the HIPAA privacy laws and regulations as set forth in 45 CFR Parts 160 and 164, and as they may be amended ("HIPAA"), with respect to protected health information ("PHI") as that term is defined therein. The Plan Administrator and/or his or her designee retains full discretion in interpreting these rules and applying them to specific situations. All such decisions shall be given full deference unless the decision is determined to be arbitrary and capricious.

The term "Plan Sponsor" means City of Cottage Grove.

The term "Plan Administrator" means the entity designated as Plan Administrator by the Plan documents pursuant to which the plan is operated. If a Plan Administrator is not designated by the plan documents, the Plan Sponsor shall be deemed to be the Plan Administrator.

I. Permitted Uses and Disclosures of PHI by the Plan and the Plan Sponsor

The Plan and the Plan Sponsor are permitted to use and disclose PHI for the following purposes, to the extent they are not inconsistent with HIPAA:

- For general plan administration, including policyholder service functions, enrollment and eligibility functions, reporting functions, auditing functions, financial and billing functions, to assist in the administration of a consumer dispute or inquiry, and any other authorized insurance or benefit function.
- As required for computer programming, consulting or other work done in respect to the computer programs or systems utilized by the Plan.
- Other uses relating to plan administration, which are approved in writing by the Plan Administrator or Plan Privacy Officer.
- At the request of an individual, to assist in resolving claims the individual may have with respect to benefits under the Plan.

II. Uses and Disclosures of PHI by the Plan and the Plan Sponsor for Required Purposes

The Plan and Plan Sponsor may use or disclose PHI for the following required purposes:

- Judicial and administrative proceedings, in response to lawfully executed process, such as a court order or subpoena.
- For public health and health oversight activities, and other governmental activities accompanied by lawfully executed process.
- As otherwise may be required by law.

III. Sharing of PHI With the Plan Sponsor

As a condition of the Plan Sponsor receiving PHI from the Plan, the Plan Documents have been amended to incorporate the following provisions, under which the Plan Sponsor agrees to:

- Not use or further disclose PHI other than as permitted or required by the plan documents in Sections I and II above;
- Ensure that any agents to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor;

- Not use or disclose PHI for employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- Report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures of which it becomes aware;
- Make PHI available to Plan participants for the purposes of the rights of access and inspection, amendment, and accounting of disclosures as required by HIPAA;
- Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance by the Plan with HIPAA;
- If feasible, return or destroy all PHI received from the Plan that the sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
- Ensure that adequate separation between the Plan and Plan Sponsor is established in accordance with the following requirements:

(A) Employees to be Given Access to PHI: The following employees (or class of employees) of the Plan Sponsor are the only individuals that may access PHI provided by the Plan:

Human Resources Manager

(B) Restriction to Plan Administration Functions: The access to and use of PHI by the employees of the Plan Sponsor designated above will be limited to plan administration functions that the Plan Sponsor performs for the Plan.

(C) Mechanism for Resolving issues of Noncompliance: If the Plan Administrator or Privacy Officer determines that an employee of the Plan Sponsor designated above has acted in noncompliance with the plan document provisions outlined above, then the Plan Administrator or Privacy Officer shall take or seek to have taken appropriate disciplinary action with respect to that employee, up to and including termination of employment as appropriate. The Plan Administrator or Privacy Officer shall also document the facts of the violation, actions that have been taken to discipline the offending party and the steps taken to prevent future violations.

Certify to the Plan, prior to the Plan permitting disclosure of PHI to the Plan Sponsor, that the Plan Documents have been amended to incorporate the provisions in this Section.

IV. Participants Rights

Participants and their covered dependents will have the rights set forth in the Plan's or its dental insurer's HIPAA Notice of Privacy Practices for Protected Health Information and any other rights and protections required under the HIPAA. The Notice may periodically be revised by the Plan or its dental insurer.

V. Privacy Complaints/Issues

All complaints or issues raised by Plan participants or their covered dependents in respect to the use of their PHI must be submitted in writing to the Plan Administrator. A response will be made within 30 days of the receipt of the written complaint. In the event more time is required to resolve any issues this period can be extended to 90 days. The affected participant must receive written notice of the extension and the resolution of their complaint. The Plan Administrator shall have full discretion in resolving the complaint and making any required interpretations and factual determinations. The decision of the Plan Administrator shall be final and be given full deference by all parties.

VI. Security

As a condition of the Plan Sponsor receiving electronic PHI (“ePHI”) from the Plan, the Plan Documents have been amended to incorporate the following provisions, under which the Plan Sponsor agrees to:

- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- Ensure that the adequate separation between the Plan and the Plan Sponsor, which is required by the applicable section(s) of the Plan relating to the sharing of PHI with the Plan Sponsor, is supported by reasonable and appropriate security measures;
- Ensure that any agent to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect the information; and
- Report to the Plan any security incident of which it becomes aware. In this context, the term “security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in information systems such as hardware, software, information, data, applications, communications, and people.

Uniformed Services Employment And Reemployment Rights Act

This section describes the right that you may have to continue coverage for yourself and your covered dependents under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Continuation of Group Dental Insurance:

If you take a leave from employment for “service in the uniformed services,” as that term is defined in USERRA, and as a consequence your dental insurance coverage under your employer’s group dental insurance policy ends, you may elect to continue dental insurance for yourself and your covered dependents, for a limited period of time, as described below.

The law requires that your employer notify you of your rights, benefits and obligations under USERRA including instructions on how to elect to continue insurance, the amount and procedure for payment of premium. If permitted by USERRA, your employer may require that you elect to continue coverage within a period of time specified by your employer.

You may be responsible for payment of the required premium to continue insurance. If your leave from employment for service in the uniformed services lasts less than 31 days, your required premium will be no more than the amount you were required to pay for dental insurance before the leave began; for a leave lasting 31 or more days, you may be required to pay up to 102% of the total dental insurance premium, including any amount that your employer was paying before the leave began.

You and your covered dependents insurance that is continued pursuant to USERRA will end on the earliest of the following:

- the end of 24 consecutive months from the date your leave from employment for service in the uniformed services begins; or
- the day after the date on which you fail to apply for, or return to employment, in accordance with USERRA.

You and your covered dependent may become entitled to continuation of coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) while you have dental insurance coverage under your employer’s group dental insurance policy pursuant to USERRA. Contact your employer for more information.

The following addenda apply to residents of New Hampshire.

NOTICE FOR RESIDENTS OF NEW HAMPSHIRE

These notices are being provided to you pursuant to New Hampshire law.

Patient's Bill of Rights

- I. The patient shall be treated with consideration, respect, and full recognition of the patient's dignity and individuality, including privacy in treatment and personal care and including being informed of the name, licensure status, and staff position of all those with whom the patient has contact, pursuant to RSA 151:3-b.
- II. The patient shall be fully informed of a patient's rights and responsibilities and of all procedures governing patient conduct and responsibilities. This information must be provided orally and in writing before or at admission, except for emergency admissions. Receipt of the information must be acknowledged by the patient in writing. When a patient lacks the capacity to make informed judgments the signing must be by the person legally responsible for the patient.
- III. The patient shall be fully informed in writing in language that the patient can understand, before or at the time of admission and as necessary during the patient's stay, of the facility's basic per diem rate and of those services included and not included in the basic per diem rate. Also, because the patient has the right to receive information from the facility and to discuss the benefits, risks, and costs of appropriate treatment alternatives, except for emergency admissions, every uninsured patient and prospective patient shall be fully informed in writing, upon his or her request, of the expected list price for services. A statement of services that are not normally covered by Medicare or Medicaid shall also be included in this disclosure.
- IV. The patient shall be fully informed by a health care provider of his or her medical condition, health care needs, and diagnostic test results, including the manner by which such results will be provided and the expected time interval between testing and receiving results, unless medically inadvisable and so documented in the medical record, and shall be given the opportunity to participate in the planning of his or her total care and medical treatment, to refuse treatment, and to be involved in experimental research upon the patient's written consent only. For the purposes of this paragraph "health care provider" means any person, corporation, facility, or institution either licensed by this state or otherwise lawfully providing health care services, including, but not limited to, a physician, hospital or other health care facility, dentist, nurse, optometrist, podiatrist, physical therapist, or psychologist, and any officer, employee, or agent of such provider acting in the course and scope of employment or agency related to or supportive of health care services.
- V. The patient shall be transferred or discharged after appropriate discharge planning only for medical reasons, for the patient's welfare or that of other patients, if the facility ceases to operate, or for nonpayment for the patient's stay, except as prohibited by Title XVIII or XIX of the Social Security Act. No patient shall be involuntarily discharged from a facility because the patient becomes eligible for Medicaid as a source of payment.
- VI. The patient shall be encouraged and assisted throughout the patient's stay to exercise the patient's rights as a patient and citizen. The patient may voice grievances and recommend changes in policies and services to facility staff or outside representatives free from restraint, interference, coercion, discrimination, or reprisal.
- VII. The patient shall be permitted to manage the patient's personal financial affairs. If the patient authorizes the facility in writing to assist in this management and the facility so consents, the assistance shall be carried out in accordance with the patient's rights under this subdivision and in conformance with state law and rules.
- VIII. The patient shall be free from emotional, psychological, sexual and physical abuse and from exploitation, neglect, corporal punishment and involuntary seclusion.
- IX. The patient shall be free from chemical and physical restraints except when they are authorized in writing by a physician for a specific and limited time necessary to protect the patient or others from injury. In an emergency, restraints may be authorized by the designated professional staff member in order to protect the patient or others from injury. The staff member must promptly report such action to the physician and document same in the medical records.

NOTICE FOR RESIDENTS OF NEW HAMPSHIRE (continued)

- X. The patient shall be ensured confidential treatment of all information contained in the patient's personal and clinical record, including that stored in an automatic data bank, and the patient's written consent shall be required for the release of information to anyone not otherwise authorized by law to receive it. Medical information contained in the medical records at any facility licensed under this chapter shall be deemed to be the property of the patient. The patient shall be entitled to a copy of such records upon request. The charge for the copying of a patient's medical records shall not exceed \$15 for the first 30 pages or \$.50 per page, whichever is greater; provided, that copies of filmed records such as radiograms, x-rays, and sonograms shall be copied at a reasonable cost.
- XI. The patient shall not be required to perform services for the facility. Where appropriate for therapeutic or diversional purposes and agreed to by the patient, such services may be included in a plan of care and treatment.
- XII. The patient shall be free to communicate with, associate with, and meet privately with anyone, including family and resident groups, unless to do so would infringe upon the rights of other patients. The patient may send and receive unopened personal mail. The patient has the right to have regular access to the unmonitored use of a telephone.
- XIII. The patient shall be free to participate in activities of any social, religious, and community groups, unless to do so would infringe upon the rights of other patients.
- XIV. The patient shall be free to retain and use personal clothing and possessions as space permits, provided it does not infringe on the rights of other patients.
- XV. The patient shall be entitled to privacy for visits and, if married, to share a room with his or her spouse if both are patients in the same facility and where both patients consent, unless it is medically contraindicated and so documented by a physician. The patient has the right to reside and receive services in the facility with reasonable accommodation of individual needs and preferences, including choice of room and roommate, except when the health and safety of the individual or other patients would be endangered.
- XVI. The patient shall not be denied appropriate care on the basis of age, sex, gender identity, sexual orientation, race, color, marital status, familial status, disability, religion, national origin, source of income, source of payment, or profession.
- XVII. The patient shall be entitled to be treated by the patient's physician of choice, subject to reasonable rules and regulations of the facility regarding the facility's credentialing process.
- XVIII. The patient shall be entitled to have the patient's parents, if a minor, or spouse, or next of kin, unmarried partner or a personal representative chosen by the patient, if an adult, visit the facility, without restriction, if the patient is considered terminally ill by the physician responsible for the patient's care.
- XIX. The patient shall be entitled to receive representatives of approved organizations as provided in RSA 151:28.
- XX. The patient shall not be denied admission to the facility based on Medicaid as a source of payment when there is an available space in the facility.
- XXI. Subject to the terms and conditions of the patient's insurance plan, the patient shall have access to any provider in his or her insurance plan network and referral to a provider or facility within such network shall not be unreasonably withheld pursuant to RSA 420-J:8, XIV.

NOTICE FOR RESIDENTS OF NEW HAMPSHIRE

This notice is being provided to you pursuant to New Hampshire law.

CONTINUATION OF DENTAL INSURANCE ON YOU

If You are a resident of New Hampshire, Your Dental Insurance may be continued if it would otherwise end for any reason except solely due to Your employment ending on account of gross misconduct.

Metropolitan Life Insurance Company ("MetLife") will give You written notice of:

- Your right to continue Your Dental Insurance;
- the amount of premium payment that is required to continue Your Dental Insurance;
- the manner in which You must request to continue Your Dental Insurance and pay premiums; and
- the date by which premium payments will be due.

The written notice will be mailed to Your last known address, as provided by the Employer.

The premium that You must pay for Your continued Dental Insurance may include:

- any amount that You contributed for Your Dental Insurance before it ended;
- any amount the Employer paid; and
- an administrative charge which will not to exceed two percent of the rest of the premium.

You will have 45 days after the date of the notice to elect to continue Your Dental Insurance. If You elect to continue Your Dental Insurance, You must provide a copy of this written notice to the Employer when the election is made.

To continue Your Dental Insurance, You must, within 45 days after the date of the notice:

- send a written request to MetLife to continue Your Dental Insurance; and
- pay the first premium.

If Dental Insurance ends because the Group Policy ends, the maximum continuation period will be 39 weeks.

If Dental Insurance ends for any other reason, the maximum continuation period will be the longest of:

- 36 months if Your employment ends because You retire, and within 12 months of retirement You have a substantial loss of coverage because the Employer files for bankruptcy protection under Title 11 of the United States Code;
- 29 months if You become entitled to disability benefits under Social Security within 60 days of the date You cease to be a member of an eligible class; or
- 18 months in all other cases.

Your continued Dental Insurance will end on the earliest of the following to occur:

- the end of the maximum continuation period;
- the date this Dental Insurance is changed to end Dental Insurance for the class of employees to which You belong;
- if You are eligible for Medicare, the date of the first Medicare open enrollment period following the date You become ineligible for continued coverage under the Employer's plan;
- the date You become eligible for coverage under any other group dental coverage; or
- if You do not pay the required premium to continue Your Dental Insurance. If You do not pay the required premium, You will be given a 31 day grace period before Your Dental Insurance terminates. You will be provided with a notice within 15 days of the date of termination that Your Dental Insurance will be cancelled if the required premium is not paid.

NOTICE FOR RESIDENTS OF NEW HAMPSHIRE (continued)

CONTINUATION OF DENTAL INSURANCE ON YOUR DEPENDENTS

If You are a resident of New Hampshire, Your Dental Insurance on Your Dependents may be continued if it would otherwise end for any reason except solely due to Your employment ending on account of gross misconduct.

MetLife will give written notice of the right to elect continuation coverage to Your former Spouse if You have died or Your marriage has ended, or to You in all other circumstances.

Notices

If Dental Insurance on Your Dependents ends because Your marriage ends in divorce or legal separation, You must notify the Employer, in writing, within 30 days of the date of the divorce decree or separation agreement that the divorce or separation has occurred.

MetLife will give Your former Spouse if You have died or Your marriage has ended, written notice of:

- Your right to continue Your Dental Insurance on Your Dependents;
- the amount of premium payment that is required to continue Your Dental Insurance on Your Dependents;
- the manner in which You or Your former Spouse must request to continue Your Dental Insurance on Your Dependents and pay premiums; and
- the date by which premium payments will be due.

Premium Contributions

The contribution that You or Your former Spouse must pay for continued Dental Insurance on Your Dependents may include:

- any amount that You contributed for Your Dental Insurance before it ended; and
- any amount the Employer paid.

To continue Dental Insurance if Your marriage has ended, You or Your former Spouse must, within 45 days after the date of the notice:

- send a written request to MetLife to continue Dental Insurance on Your Dependents; and
- pay the first premium.

You must notify MetLife and the Employer of the mailing address of your former Spouse. MetLife will provide Your former Spouse with a separate notice of the right to continue insurance.

Your right to continue Dental Insurance on Your Dependents will be deemed waived if MetLife has made reasonable efforts in good faith to contact You or Your former Spouse, if applicable; such notice complies with applicable New Hampshire law; and such person:

- fails to provide any required notification; or
- fails to request to continue Dental Insurance on Your Dependents and pay the first premium within the time limits stated in this section.

NOTICE FOR RESIDENTS OF NEW HAMPSHIRE (continued)

CONTINUATION OF DENTAL INSURANCE ON YOUR DEPENDENTS (continued)

Divorce Decree or Legal Separation Decree

Unless your divorce decree or legal separation decree provides otherwise, Your former Spouse shall remain as a covered person under Your insurance under this Policy if your marriage ends in divorce or legal separation.

You must notify MetLife within 30 days of the date of the final decree of divorce or legal separation of the right to continue coverage as an eligible person.

Your former Spouse's coverage under Your insurance under this subsection shall end on the first of the following:

- (1) The 3-year anniversary of the final decree of divorce or legal separation, unless the decree specifies an earlier ending;
- (2) The date of remarriage of Your former Spouse;
- (3) The date of Your remarriage;
- (4) Your death; or
- (5) Such earlier time as provided by the final decree of divorce or legal separation.

If Your former Spouse's coverage under your insurance ends due to (2) Your former spouse's remarriage, there shall be no further continuation. However, if Your former Spouse's coverage under your insurance ends due to (1), (3), (4), or (5), Your former Spouse will be able to continue coverage under their own insurance under this policy in accordance with the subsection below entitled Maximum Continuation Period

Maximum Continuation Period

If Dental Insurance on Your Dependents ends because the Group Policy ends, the maximum continuation period will be 39 weeks.

If Dental Insurance on Your Dependents ends for any other reason, the maximum continuation period will be the longest of the following that applies:

- for a former spouse whose coverage was continued under the above section "Divorce Decree or Legal Separation Decree", an additional 36 months beyond the date such continued coverage ends, unless that coverage ended due to remarriage of the former Spouse; however, for a Spouse who is 55 or older on the date of the final decree of divorce or legal separation, coverage will continue until the earlier of the date on which the former Spouse is eligible for Medicare or coverage under another employer's group policy;
- 36 months if Dental Insurance on Your Dependents ends because You die, except that with respect to a Spouse who is age 55 or older when You die, the maximum continuation period will end when Your surviving Spouse becomes eligible for Medicare or eligible for participation in another employer's group dental coverage;

NOTICE FOR RESIDENTS OF NEW HAMPSHIRE (continued)

CONTINUATION OF DENTAL INSURANCE ON YOUR DEPENDENTS (continued)

Maximum Continuation Period (Continued)

- 36 months with respect to a Dependent Child if Dental Insurance ends because the Child ceases to be a Dependent Child;
- 36 months if Your employment ends because You retire, and within 12 months of retirement You or Your Dependents have a substantial loss of coverage because the Employer files for bankruptcy protection under Title 11 of the United States Code;
- 29 months if the Covered Person becomes entitled to disability benefits under Social Security within 60 days of the date the Covered Person's coverage under the Group Policy would otherwise end; or
- 18 months in all other cases.

Cessation of Dental Insurance on Your Dependents

A Dependent's continued Dental Insurance will end on the earliest of the following to occur:

- the end of the maximum continuation period;
- the date this Dental Insurance is changed to end Dental Insurance for Dependents for the class of employees to which You belong;
- if the Dependent is eligible for Medicare, the date of the first Medicare open enrollment period following the date the Dependent becomes ineligible for continued coverage under the Employer's plan;
- the date the Dependent becomes eligible for coverage under any other group dental coverage; or
- if You do not pay a required premium to continue Dental Insurance on Your Dependents. If You do not pay the required premium, You will be given a 31 day grace period before Dental Insurance on Your Dependents terminates. You will be provided with a notice within 15 days of the date of termination that Dental Insurance on Your Dependents will be cancelled if the required premium is not paid.



The State of New Hampshire Insurance Department

21 South Fruit Street, Suite 14; Concord, NH 03301
Tel.: (603) 271-2261 Fax: (603) 271-1406 TDD Access Relay NH: 1-800-735-2964

CONSUMER GUIDE TO EXTERNAL APPEAL

What is an External Appeal?

New Hampshire law gives individuals who are covered by fully-insured, health or dental insurance plans the right to have a nationally-accredited, independent, medical review organization (IRO), which is not affiliated with his/her insurance company, review and assess whether the company's denial of a specific claim or requested service or treatment is justified. This type of review is available when a recommended service or treatment is denied on the basis that it does not meet the insurer's requirements for medical necessity, appropriateness, health care setting, and level of care or effectiveness. This review is often called Independent External Appeal, **External Appeal**, External Health Review or simply External Review.

What are the eligibility requirements for External Appeal?

To be eligible for External Appeal the following conditions must be met:

- The patient must have a fully-insured health or dental insurance plan.
- The service that is the subject of the appeal request must be either a) a covered benefit under the terms of the insurance policy or b) a treatment that may be a covered benefit.
- Unless the patient meets the requirements for Expedited External Review (see below), the patient must have completed the Internal Appeal process provided by the insurer and have received a final, written decision from the insurer relative to its review.
 - Exception #1: The patient does not need to meet this requirement, if the insurer agrees in writing to allow the patient to skip its Internal Appeal process.
 - Exception #2: If the patient requested an internal appeal from the insurer, but has not received a decision from the insurer within the required time frame, the patient may apply for External Appeal without having received the insurer's final, written decision.
- The patient must submit the request for External Appeal to the Department within 180 days from the date appearing on the insurance company's letter, denying the requested treatment or service at the final level of the company's Internal Appeals process.
- The patient's request for External Appeal may not be submitted for the purpose of pursuing a claim or allegation of healthcare provider malpractice, professional negligence, or other professional fault.

What types of health insurance are excluded from External Appeal?

In general, External Appeal is available for most health insurance coverage. Service denials relating to the following types of insurance coverage or health benefit programs are not reviewable under New Hampshire's External Appeal law:

- Medicaid (except for coverage provided under the NH Premium Assistance Program)
- The New Hampshire Children's Health Insurance Program (CHIP)
- Medicare
- All other government-sponsored health insurance or health services programs.
- Health benefit plans that are self-funded by employers
 - Note: Some self-funded plans provide external appeal rights which are administered by the employer.

Can someone else represent me in my External Appeal?

Yes. A patient may designate an individual, including the treating health care provider, as his/her representative. To designate a representative, the patient must complete Section II of the External Review Application Form entitled "Appointment of Authorized Representative."

Submitting the External Appeal:

To request an External Appeal, the patient or the designated representative must complete and submit the External Review Application Form, available on the Department's website (www.nh.gov/insurance), and all supporting documentation to the New Hampshire Insurance Department. There is no cost to the patient for an External Appeal.

Please submit the following documentation:

- The completed External Review Application Form - signed and dated on page 6.
- ** The Department cannot process this application without the required signature(s) **
- A photocopy of the front and back of the patient's insurance card or other evidence that the patient is insured by the insurance company named in the appeal.
- A copy of the insurance company's letter, denying the requested treatment or service at the final level of the company's internal appeals process.
- Any medical records, statements from the treating health care provider(s) or other information that you would like the review organization to consider in its review.
- If requesting an Expedited External Appeal, the Provider's Certification Form.

If you have questions about the application process or the documentation listed above, please call the Insurance Department at 1-800-852-3416.

Mailing Address:

New Hampshire Insurance Department
Attn: External Review Unit
21 South Fruit Street, Suite 14
Concord, NH 03301

Expedited External Review Applications

- → May be faxed to (603) 271-1406, or
- → Sent by overnight carrier to the Department's mailing address.

What is the Standard External Appeal Process and Time Frame for receiving a Decision?

It may take up to 60 days for the Independent Review Organization (IRO) to issue a decision in a Standard External Appeal.

- Within 7 business days after receiving your application form, the Insurance Department (the Department) will complete a preliminary review of your application to determine whether your request is complete and whether the case is eligible for external review.
 - If the request is not complete, the Department will inform the applicant what information or documents are needed in order to process the application. The applicant will have 10 calendar days to supply the required information or documents.
- If the request for external appeal is accepted, the Department will select and assign an IRO to conduct the external review and will provide a written notice of the acceptance and assignment to the applicant and the insurer.
- Within 10 calendar days after assigning your case to an IRO, the insurer must provide the applicant and the IRO a copy of all information in its possession relevant to the appeal.
- If desired, the applicant may submit additional information to the IRO by the 20th calendar day after the date the case was assigned to the selected IRO. During this period, the applicant may also present oral testimony via telephone conference to the IRO. However, oral testimony will be permitted only in cases where the Insurance Commissioner determines that it would not be feasible or appropriate to present only written information.
 - To request a “teleconference,” complete Section VII of the application form entitled “Request for a Telephone Conference” or contact the Department no later than 10 days after receiving notice of the acceptance of the appeal.
- By the 40th calendar day after the date the case was assigned to the selected Independent Review Organization, the IRO shall a) review all of the information and documents received, b) render a decision upholding or reversing the determination of the insurer, and c) notify in writing the applicant and the insurer of the IRO’s review decision.

What is an Expedited External Appeal?

Whereas a Standard External Appeal may take 60 days, Expedited External Appeal is available for those persons who would be significantly harmed by having to wait. An applicant may request expedited review by checking the appropriate box on the External Review Application Form and by providing a Provider’s Certification Form, in which the treating provider attests that in his/her medical opinion adherence to the time frame for standard review would seriously jeopardize the patient’s life or health or would jeopardize the patient’s ability to regain maximum function. Expedited reviews must be completed in 72 hours.

If the applicant is pursuing an internal appeal with the insurer and anticipates requesting an Expedited External Appeal, please call the Department at 800-852-3416 to speak with a consumer services officer, so that accommodations may be made to receive and process the expedited request as quickly as possible.

Please note a patient has the right to request an Expedited External Appeal simultaneously with the insurer’s Expedited Internal Appeal.

What happens when the Independent Review Organization makes its decision?

- If the appeal was an Expedited External Appeal, in most cases the applicant and insurer will be notified of the IRO's decision immediately by telephone or fax. Written notification will follow.
- If the appeal was a Standard External Appeal, the applicant and insurer will be notified in writing.
- The IRO's decision is binding on the insurer and is enforceable by the Insurance Department. The decision is also binding on the patient except that it does not prevent the patient from pursuing other remedies through the courts under federal or state law.

Have a question or need assistance?

**Staff at the Insurance Department is available to help.
Call 800-852-3416 to speak with a consumer services officer.**



The State of New Hampshire Insurance Department

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Tel.: (603) 271-2261 Fax: (603) 271-1406 TDD Access Relay NH: 1-800-735-2964

INDEPENDENT EXTERNAL REVIEW Appealing a Denied Medical or Dental Claim

New Hampshire law gives individuals who are covered by fully-insured, health or dental insurance plans the right to have a nationally-accredited, independent, medical review organization (IRO), which is not affiliated with his/her health insurance company, review and assess whether the company's denial of a specific claim or requested service or treatment is justified. These reviews are available when a recommended service or treatment is denied on the basis that it does not meet the insurer's requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness. This review is called Independent External Appeal, External Health Review or simply **External Review**.

There is no cost to the patient for an external review.

To be eligible for **Standard External Review**, the patient must (1) have a fully-insured health or dental insurance plan, (2) have completed the insurer's internal appeal process, and (3) have received a final denial of services from the insurer. A standard external review must be submitted to the Insurance Department within 180 days of the insurance company's final denial and may take up to 60 days for the IRO to make its decision.

To be eligible for **Expedited External Review**, the patient must (1) have a fully-insured health or dental insurance plan, and (2) the treating provider must certify that delaying treatment will seriously jeopardize the life or health of the patient or will jeopardize the patient's ability to regain maximum function. IROs must complete expedited reviews within 72 hours. An expedited external review may be requested and processed at the same time the patient pursues an expedited internal appeal directly with the insurance company.

For more information about external reviews, see the Insurance Department's Consumer Guide to External Review, available at www.nh.gov/insurance, or call 800-852-3416 to speak with a Consumer Services Officer.

Have a question or need assistance?

**Staff at the Insurance Department is available to help.
Call 800-852-3416 to speak with a consumer services officer.**

SUBMITTING A REQUEST FOR EXTERNAL REVIEW

To request an external review, please provide the following documents to the New Hampshire Insurance Department at the address below:

- The enclosed, completed application form - signed and dated on page 6.
- ** The Department cannot process this application without the required signature(s) **
- A photocopy of the front and back of the patient's insurance card or other evidence that the patient is insured by the health or dental insurance company named in the appeal.
- A copy of the Health Insurance Company's letter, denying the requested treatment or service
- at the final level of the company's internal appeals process.
- Any medical records, statements from the treating health care provider(s) or other information that you would like the Independent Review Organization to consider in its
- review.
- If requesting an Expedited External Review, the treating Provider's Certification Form.

If you have questions about the application process or the documentation listed above, please call the Insurance Department at 1-800-852-3416.

Mailing Address:

New Hampshire Insurance Department Attn: External Review Unit
21 South Fruit Street, Suite 14
Concord, NH 03301

Expedited External Review applications may be faxed to (603) 271-1406 or sent by overnight carrier to the address above. If you wish to email the application package, please call the Insurance Department at 1-800-852-3416.



The State of New Hampshire Insurance Department

21 South Fruit Street, Suite 14; Concord, NH 03301
Tel.: (603) 271-2261 Fax: (603) 271-1406 TDD Access Relay NH: 1-800-735-2964

EXTERNAL REVIEW APPLICATION FORM

Request for Independent External Appeal of a Denied Medical or Dental Claim

Section I – Applicant Information

Patient's Name: _____ Patient's Date of Birth: _____

Applicant's Name: _____ Applicant's Email: _____

Applicant's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Applicant's Phone Number(s): Daytime: (____) _____ Evening: (____) _____

Section II – Appointment of Authorized Representative

**** Complete this section, only if someone else is representing the patient in this appeal ****

You may represent yourself or you may ask another person, including your treating health care provider, to act as your personal representative. You may revoke this authorization at any time.

I hereby authorize _____ to pursue my appeal on my behalf.

Signature of Enrollee (or legal representative – Please specify relationship or title)

Date

Representative's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Representative's Phone Number(s): Daytime: (____) _____ Evening: (____) _____

Section III - Insurance Plan Information

Member's Name: _____ Relationship to Patient: _____

Member's Insurance ID #: _____ Claim/Reference #: _____

Health Insurance Company's Name: _____

Insurance Company's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Insurance Company's Phone Number: (____) _____

Name of Insurance Company representative handling appeal: _____

Is the member's insurance plan provided by an employer? Yes ____ No ____

- Name of employer: _____
- Employer's Phone Number: (____) _____
- Is the employer's insurance plan self-funded? Yes* ____ No ____

* If you are not certain, please check with your employer. Most self-funded plans are not eligible for external review. However, some self-funded plans may provide external review, but may have different procedures.

New Hampshire Premium Assistance Program

Is the patient's health insurance provided through the Medicaid Premium Assistance Program, which is administered by the NH Department of Health and Human Services?

Yes ____ No ____

If yes, please provide the Medicaid ID number & complete the following records release:

Medicaid ID Number: _____

I, _____, hereby authorize the New Hampshire Insurance Department to release my external review file to the New Hampshire Department of Health and Human Services (DHHS), if I request a Medicaid Fair Hearing following my independent external review. I understand that DHHS will use this information to make a Fair Hearing determination and that the information will be held confidential.

Section IV – Information about the Patient’s Health Care Providers

Name of Primary Care Provider (PCP): _____

PCP’s Mailing Address: _____

City: _____ State: _____ Zip Code: _____

PCP’s Phone Number: (____) _____

Name of Treating Health Care Provider: _____

Provider’s clinical specialty: _____

Treating Provider’s Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Treating Provider’s Phone Number: (____) _____

Section V – Health Care Decision in Dispute

Describe the health insurer company’s decision in your own words. Include any information you have about the health care services, supplies or drugs being denied, including dates of service or treatment and names of health care providers. Explain why you disagree.

Please **attach** the following:

- Additional pages, if necessary;
- Pertinent medical records;
- If possible, a statement from the treating health care provider indicating why the disputed service, supply, or drug is medically necessary.

Continued on next page

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Section VI – Expedited Review

**** Complete this section, only if you would like to request expedited review ****

The patient may request that the external review be handled on an expedited basis. To request expedited review, the treating health care provider must complete the attached Provider Certification Form, certifying that a delay would seriously jeopardize the life or health of the patient or would jeopardize the patient's ability to regain maximum function.

Do you request an expedited review? Yes _____ No _____

Applications for Expedited External Review may be faxed to (603) 271-1406 or sent by overnight carrier to the address on the top of this form. To email the appeal, please call the Insurance Department at 1-800-852-3416 for additional instructions.

Section VII – Request for a Telephone Conference

**** Complete this section, only if you would like to request a telephone conference ****

If the patient, the authorized representative or the treating health care provider would like to discuss this case with the Independent Review Organization and the insurer in a telephone conference, select “Yes” below and explain why you think it is important to be allowed to speak about the case. If you do not request a telephone conference, the reviewer will base its decision on the written information only. The request for a telephone conference will be granted only if there is a good reason why the written information would not be sufficient.

**** Telephone conferences often cannot be completed within the timeframe for expedited reviews ****

Do you request a telephone conference? Yes No

My reason for requesting a phone conference is:

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VIII – Authorization and Release of Medical Records

I, _____, hereby request an external review and authorize the patient's insurance company and the patient's health care providers to release all relevant medical or treatment records to the Independent Review Organization (IRO) and the New Hampshire Insurance Department. I understand that the IRO and the Department will use this information to make a determination to either reverse or uphold the insurer's denial. I also understand that the information will be kept confidential. I further understand that neither the Commissioner nor the IRO may authorize services in excess of those covered by the patient's health care plan. This release is valid for one year.

 Sign Here

Signature of Enrollee (or legal representative – Please specify relationship or title)

Date

Before submitting this application, please verify that you have ...

- ☐ Completed all relevant sections of the External Review Application Form
 - If appointing an authorized representative, the patient must complete Section II.
 - If requesting an Expedited External Review, Section VI must be completed and the Provider Certification Form must be submitted.
 - If requesting a telephone conference, Section VII must be completed.
- ☐ Signed and dated the External Review Application Form in Section VIII.
- ☐ Attached the following documents:
 - A photocopy of the front and back of the patient's insurance card or other evidence that the patient is insured by the health or dental insurance company named in the appeal.
 - A copy of the Health Insurance Company's letter, denying the requested treatment or service at the final level of the company's internal appeals process.
 - Any medical records, statements from the treating health care provider(s) or other information that you would like the Independent Review Organization to consider in its review.
 - If requesting an Expedited External Review, the treating Provider's Certification Form.



The State of New Hampshire Insurance Department

21 South Fruit Street, Suite 14; Concord, NH 03301
Tel.: (603) 271-2261 Fax: (603) 271-1406 TDD Access Relay NH: 1-800-735-2964

PROVIDER'S CERTIFICATION FORM

For Expedited Consideration of a Patient's External Review

NOTE TO THE TREATING HEALTH CARE PROVIDER

The New Hampshire Insurance Department administers the external review process for all fully-insured health and dental plans in New Hampshire. A patient may submit an application for External Review, when his/her health or dental insurer has denied a health care service or treatment, including a prescription, on the basis that the requested treatment or service does not meet the insurer's requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness.

The time frame for receiving a decision from an Independent Review Organization (IRO) for a Standard External Review is up to 60 days. Expedited External Review is available, only if the patient's treating health care provider certifies that, in his/her professional judgment, adherence to the time frame for standard review would seriously jeopardize the life or health of the covered person or would jeopardize the covered person's ability to regain maximum function. The time frame for receiving a decision from an IRO for an Expedited External Review is within 72 hours. An Expedited External Review may be requested and processed at the same time the patient pursues an Expedited Internal Appeal directly with the insurance company.

**** Expedited External Review is not available, when services have already been rendered ****

GENERAL INFORMATION

Name of Treating Health Care Provider: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: (____) _____ Fax Number: (____) _____

Email Address: _____

Licensure and Area of Clinical Specialty: _____

Name of Patient: _____

PROVIDER CERTIFICATION

I hereby certify that I am a treating health care provider for _____
(hereafter referred to as “the patient”); that adherence to the time frame for conducting a standard review of the patient’s external review would, in my professional judgment, seriously jeopardize the life or health of the patient or would jeopardize the patient’s ability to regain maximum function; and that for this reason, the patient’s appeal of the denial by the patient’s health insurer of requested medical services should be processed on an expedited basis.

I am aware that the Independent Review Organization (IRO) may need to contact me during non-business hours for medical information and that a decision will be made by the IRO within 72 hours of receiving this Expedited External Review request, regardless of whether or not I provide medical information to the IRO.

During non-business hours I may be reached at: (_____) _____.

I certify that the above information is true and correct. I understand that I may be subject to professional disciplinary action for making false statements.

Treating Health Care Provider’s Name (Please Print)

Signature

Date



City Council Action Request

7.J.

Meeting Date 12/18/2024

Department Community Development

Agenda Category Action Item

Title Rental License Approvals

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

Budget Implication N/A

Attachments

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

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: December 12, 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.

2025 RENTAL LICENSES
CITY COUNCIL APPROVAL - DECEMBER 18, 2024

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001589-	8977	92nd Street South	Adrienne Hagen
RENT-001448-	7628	79th Street South	Arnold & Jean Maxwell
RENT-001449-	7672	79th Street South	Arnold & Jean Maxwell
RENT-001450-	8836	92nd Street South	Arnold & Jean Maxwell
RENT-001588-	8856	92nd Street South	Bob Budin
RENT-001623-	6662	Pine Crest Trail South	Guardian Property
RENT-001624-	6746	Pine Crest Trail South	Guardian Property
RENT-001625-	6846	Meadow Grass Lane South	Guardian Property
RENT-001422-	10540	67th Street South	Guardian Property Management
RENT-001727-	7795	Jasmine Avenue South	IH2 Property Illinois LP
RENT-001722-	8311	66th Street South	IH2 Property Illinois LP
RENT-002613	8360	75th Street South	MLH Realty Holdings LLC
RENT-001549-	9291	73rd Street South	Rhonda Ott-Swenson
RENT-001546-	9355	73rd Street South	Rhonda Ott-Swenson
RENT-001680-	7172	Imperial Avenue South	Robert Gorr
RENT-001459-	6704	Meadow Grass Lane South	Subin Li
RENT-001585-	7372	Timber Crest Drive South	Summer Mao
RENT-001423-	6829	Pine Crest Trail South	Youngsil Kim Allgor



City Council Action Request

7.K.

Meeting Date 12/18/2024

Department Finance

Agenda Category Action Item

Title Amend 2024 and 2025 Budget

Staff Recommendation 1) Adopt Resolution 2024-180, 2024 Budget Revisions. 2) Adopt Resolution 2024-181, 2025 Budget Revisions.

Budget Implication N/A-Budget Neutral

Attachments

1.	CC Memo 2024 and 2025 Budget Adjustments
2.	Resolution 2024-180 Revised 2024 Budget
3.	Resolution 2024-181 Revised 2025 Budget

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

From: Brenda Malinowski, Finance Director

Date: December 18, 2024

Subject: 2024 and 2025 Budget Revisions

Background

The Council is requested to consider resolutions to amend the 2024 and 2025 Budgets.

Discussion

2024 Budget Adjustments

Each year events occur that were not identified in the original adopted Budget. All of the events reflected follow prior Council actions and approvals. The adopted Budget can be amended to reflect these changes. None of these amendments will affect fund balance since they have an expenditure increase and a corresponding expenditure decrease or revenue increase.

- Budget Carryforwards (\$174,000)
 - Increase the administration budget for the communication's position, professional services for increased legal costs, the elections budget for 2024 election services, community programs for gold award expenses, and forestry for increased trimming costs. While these items were not included in the original 2024 budget, 2023 fund balance was set aside for these expenditures.
- Salaries (\$67,100)
 - Increase expenditure budgets for the non-representative salaries that were not included in the original budget. Decrease budget contingency by the same amount.
- Development Related (\$200,000)
 - Increase expenditure budgets for building inspection, finance, and professional services for amounts that were needed due to increased development activity. Increase building permit revenue by the same amount.
- Community and Employee Programs (\$25,000)
 - Increase the miscellaneous revenue for donations received on behalf of the Cottage Grove Lions as part of the 4th of July fireworks. Increase the expenditure budget by the same amount to account for the payment to the Cottage Grove Lions.
- Storm expenses (\$187,000)
 - Increase the emergency management budget for storm cleanup expenses incurred in 2024 for the storm event that occurred in the

city on August 29th. Decrease budget contingency to zero and increase investment revenue to offset the remaining expenses.

- Recreation (\$30,000)
 - Increase facility revenues and increase recreation expenditures to account for increased facility rental revenue.
- Grants (\$186,000)
 - Increase grant revenues in police and emergency management. Increase expenditures in police for grant related overtime costs and in emergency management for the purchase of a camera that was paid with grant funds.

2025 Budget Adjustments

As part of the 2025 budget discussions, there were items that were identified that would be funded with 2024 budget savings. Fund balance will be designated as of 12/31/2024 for these items.

- Storm cleanup (\$110,600)
 - Increase the emergency management budget for storm cleanup expenses that will occur in 2025 for the storm event that occurred in the city on August 29th. Expenditures include stump grinding, topsoil, and Year 1 of a 4 Year plan to chip and haul the storm debris to St Paul District Energy.
- Park maintenance (\$31,000)
 - Increase the parks maintenance budget for increased costs for leasing the bobcat and increased costs for the portable restroom contract.
- Fire (\$62,400)
 - Increase the fire budget for the fire cadet program and increased building maintenance costs.
- Police (\$190,000)
 - Increase the police budget for the taser lease, to move up the hire date of the new police officer from 7-1 to 1-27, refurbishment of the Bearcat, 4th quarter salary for the traffic officer, and the police flock safety camera.
- Emergency Management (\$80,000 expenditure; \$60,000 grant offset and \$10,000 county contribution)
 - Increase the capital outlay for two warning sirens that will have a city grant match of \$10,000 and a county contribution of \$10,000. Grants funds will cover \$60,000.
- Community and Employee Programs (\$12,000)
 - Increase the budget for gold award expenses.

Recommendation

Approve Resolution 2024-180, 2024 Budget Revisions.
Approve Resolution 2024-181, 2025 Budget Revisions.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-180

2024 BUDGET REVISIONS

WHEREAS, events surrounding development, grants, donations, and other events that occurred in 2024 that were not part of the original Adopted Budget; and

WHEREAS Resolution 2023-153 adopted the 2024 operating budget; and

WHEREAS the City Council may authorize budget adjustments.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the 2024 Budget shall be revised as follows:

	2024 Original Budget	2024 Revised Budget
General Fund		
<u>Revenue</u>		
General Property Tax	\$18,567,010	\$18,567,010
Licenses & Permits	2,371,670	2,658,670
Intergovernmental	1,637,810	1,823,810
Charges for Services	1,567,910	1,597,910
Fines	150,000	150,000
Miscellaneous	208,915	375,015
Transfers In	649,325	649,325
Total	<u>\$25,152,640</u>	<u>\$25,821,740</u>

	2024 Original Budget	2024 Revised Budget
<u>Expenditures</u>		
General Government		
Mayor & Council	\$116,370	\$116,370
Administration	919,620	987,420
Professional services	492,600	572,600
City Clerk & Elections	236,785	297,985
Finance	676,130	702,230
City Hall	574,260	574,260
Employee & Community Programs	181,335	215,335
Budget contingency	200,000	-
Community Development		
Planning, Zoning & Historic Preservation	590,600	596,300
Building inspection & Code Enforcement	1,372,805	1,501,005
Public Safety		
Police	9,893,825	10,068,825
Animal Control	30,710	30,710
Emergency Preparedness	114,560	327,560
Fire	1,931,190	1,935,590
Public Works		
Engineering	628,570	633,870
Street Maintenance	2,048,280	2,049,780
Signage	259,840	259,840
Snow Plowing	1,019,000	1,019,000
Public Works Admin	485,530	490,230
Forestry	416,340	441,340
Parks & Recreation		
Park Maintenance	2,305,300	2,308,600
Recreation	658,990	692,890
Total	<u>\$25,152,640</u>	<u>\$25,821,740</u>

Passed this 18th day of December 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-181

2025 BUDGET REVISIONS

WHEREAS, items were identified as part of the 2025 budget process that were identified to be included in the 2025 as budget adjustments; and

WHEREAS Resolution 2024-171 adopted the 2025 operating budget; and

WHEREAS the City Council may authorize budget adjustments.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the 2025 Budget shall be revised as follows:

	2025 Original Budget	2025 Revised Budget
General Fund		
<u>Revenue</u>		
General Property Tax	\$21,667,200	\$21,667,200
Licenses & Permits	2,369,970	2,369,970
Intergovernmental	1,661,750	1,681,750
Charges for Services	1,705,700	1,705,700
Fines	150,000	150,000
Miscellaneous	207,200	207,200
Transfers In	684,490	684,490
Total	<u>\$28,446,310</u>	<u>\$28,466,310</u>

	2025 Original Budget	2025 Revised Budget
<u>Expenditures</u>		
General Government		
Mayor & Council	\$120,630	\$120,630
Administration	1,147,600	1,147,600
Professional services	540,000	540,000
City Clerk & Elections	227,700	227,700
Finance	776,550	776,550
City Hall	586,335	586,335
Employee & Community Programs	180,100	192,100
Budget contingency	275,000	275,000
Community Development		
Planning, Zoning & Historic Preservation	640,490	640,490
Building inspection & Code Enforcement	1,602,905	1,602,905
Public Safety		
Police	11,025,750	11,215,750
Animal Control	29,330	29,330
Emergency Preparedness	86,680	166,680
Fire	2,498,600	2,561,000
Public Works		
Engineering	701,090	701,090
Street Maintenance	2,222,050	2,222,050
Signage	280,450	280,450
Snow Plowing	1,042,660	1,042,660
Public Works Admin	677,140	677,140
Forestry	504,330	614,930
Parks & Recreation		
Park Maintenance	2,506,070	2,537,070
Recreation	774,850	774,850
Total	<u>\$28,446,310</u>	<u>\$28,932,310</u>

Passed this 18th day of December 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.L.

Meeting Date	12/18/2024								
Department	Finance								
Agenda Category	Action Item								
Title	Fund Balance Policy and Interfund Transfer								
Staff Recommendation	1) Adopt Resolution 2024-183, approving the Fund Balance Policy. 2) Adopt Resolution 2024-192, approving the Interfund Transfer.								
Budget Implication	N/A								
Attachments	<table><tr><td>1.</td><td>CC Memo Revise Fund Balance Policy</td></tr><tr><td>2.</td><td>2024-183 Fund Balance Policy Red-lined Copy</td></tr><tr><td>3.</td><td>2024-183 Fund Balance Policy Clean Copy</td></tr><tr><td>4.</td><td>2024-192 Interfund Transfer Compensated Absences</td></tr></table>	1.	CC Memo Revise Fund Balance Policy	2.	2024-183 Fund Balance Policy Red-lined Copy	3.	2024-183 Fund Balance Policy Clean Copy	4.	2024-192 Interfund Transfer Compensated Absences
1.	CC Memo Revise Fund Balance Policy								
2.	2024-183 Fund Balance Policy Red-lined Copy								
3.	2024-183 Fund Balance Policy Clean Copy								
4.	2024-192 Interfund Transfer Compensated Absences								



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

From: Brenda Malinowski, Finance Director

Date: December 18, 2024

Subject: **FUND BALANCE POLICY AND INTERFUND TRANSFER**

Introduction

The Fund Balance Policy has been reviewed and updated periodically in the past. The last revision was approved in 2023.

The Policy has been updated to incorporate the addition of the new Special Revenue Funds that have been created since the last revision to the Policy in 2023.

In addition, 15% of unassigned fund balance that remains in the General Fund has been added to the allocation list in the General Fund section of the Policy. While this had been the process in the past, this adds clarity to the Policy of what happens with the remaining 15% after the allocations to the other funds.

The revised Policy also incorporates the new Compensated Absences Internal Service Fund that was discussed throughout the budget process. This new fund will demonstrate strong financial stewardship by recording the compensated absences liability and the assets to fund this liability in a separate fund. Previously, the fund balance to fund this liability had been simply designated in the General Fund. The new fund will provide more transparency in funding compensated absences. The new fund will be created through an interfund transfer from the General Fund. The amount of the transfer is the compensated absences liability for governmental funds as of 12-31-2023. An additional transfer for 2024 activity will be approved by City Council when the 12-31-2024 liability is known early in 2025.

Discussion

1. Adopt Resolution 2024-183, Fund Balance Policy.
2. Adopt Resolution 2024-192, Interfund Transfer for Compensated Absences Fund.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION ~~2023-029~~ 2024-183

RESOLUTION FUND BALANCE POLICY

WHEREAS, fund balances are necessary in order to maintain adequate financial stability by ensuring adequate fund balances and cash flow reserves, and

WHEREAS, the City Council of the City of Cottage Grove last amended the Fund Balance Policy on ~~December 21, 2011~~ March 1, 2023, and

WHEREAS, The City Council of the City of Cottage Grove deems it necessary to periodically review and update the policy and

NOW THEREFORE BE IT RESOLVED, the City of Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the following policy be established:

Purpose

The City is committed to maintaining a stable financial environment for the City's operations that allows the City to provide quality services to its residents in a fiscally responsible manner. This policy also provides a measure of financial protection against unanticipated events that would adversely affect the financial condition of the City and jeopardize the continuation of necessary public services.

This policy will ensure that the City maintains adequate fund balance and reserves in order to:

- Provide sufficient cash flow for daily financial needs
- Secure and maintain bond ratings
- Offset significant economic downturns or revenue shortfalls, and
- Provide funds for unforeseen expenditures related to emergencies.

Definitions

Fund Balance – Net position of a governmental fund (the difference between assets and liabilities reported in the governmental fund).

Governmental Funds – These are the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds.

Nonspendable Fund Balance – Amounts that are not in a spendable form, or are legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (such as inventories and prepaid amounts) and items such as the long-term amount of loans and notes receivable, as well as property acquired for resale.

Restricted Fund Balance – Amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance – Amounts constrained for a specific purpose by formal action of a government using its highest level of decision-making authority. Action to constrain resources must occur prior to year-end. However, the amount can be determined in the subsequent period.

Assigned Fund Balance – Amounts that are constrained by the City's intent to use for specified purposes,

but are neither restricted nor committed. Assigned fund balance in the General Fund includes amounts that are intended to be used for specific purposes.

Unassigned Fund Balance – Unassigned Fund Balance is the difference between total fund balance in a governmental fund minus its nonspendable, restricted, committed, and assigned components. The unassigned fund balance is only used in the General Fund or when there is a negative fund balance in another governmental fund.

Policy

General Fund –The General Fund is used to account for and report all financial resources that are not required to be reflected in another fund.

Unassigned fund balance for the General Fund shall be between 45% and 55% of the subsequent General Fund operating expenditures. Since a significant source of revenue in the General Fund comes from property taxes, maintaining an adequate unassigned fund balance ensures that sufficient resources are available to fund basic City functions between the property tax settlements that are received in July and December.

If the unassigned fund balance rises above or below the desired range at year-end, the City Administrator and/or Finance Director shall report such amounts to the City Council as soon as practicable after the end of the fiscal year. Should the actual amount of unassigned fund balance fall below the desired range, the City shall create a plan to restore the appropriate levels. Should the actual amounts of unassigned fund balance rise above the desired range; excess funds will be transferred to other funds as follows:

1. Outstanding Debt Reduction fund-30%
2. Equipment Replacement Fund-25%
3. Building Replacement Fund-15%
4. Future Pavement Management Projects-10%
5. Internal Service funds-5% (Allocation percentage between funds determined by City Administrator/Finance Director and reported to Council).
- 5.6. Remaining portion of 15% stays in the General Fund.

The City Council has designated the authority to assign fund balance for specified purposes to the City Administrator and/or Finance Director.

Special Revenue Funds – Special Revenue Funds are used to account for and report proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes other than debt service or capital projects. After nonspendable and restricted fund balance assignments, fund balance in the special revenue funds will be committed as follows:

Fund	Specific Revenue Source	Committed For
Recycling	Charges for services	Recycling activities
Storm Water Maintenance	Charges for services	Storm water maintenance
Ice Arena	User Fees	Ice arena operations
Forfeiture/Seizure	Forfeitures	Police activities
Golf Course	Charges for Service	Golf course operations
Hero Center	Charges for services	HERO center operations
<u>Opioid Settlement</u>	<u>Settlements</u>	<u>Opioid eligible uses</u>
<u>Cottage Grove Convention & Visitors Bureau</u>	<u>Lodging tax</u>	<u>Marketing and promotion of the community</u>
<u>Local Housing Trust Fund</u>	<u>Local housing aid</u>	<u>Qualified housing projects</u>
<u>Economic Development Authority</u>	<u>Property taxes and charges for services</u>	<u>Economic development</u>

<u>Housing and Redevelopment Authority</u>	<u>Property taxes and charges for services</u>	<u>Housing and redevelopment</u>
--	--	----------------------------------

Any other special revenue fund is committed to the specific purpose of the that fund.

Debt Service Funds – Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditures for principal and interest debt payments. All of the city’s debt service fund balances with the exception of the Closed Debt Fund are considered restricted pursuant to state statutes and respective debt agreements. The Closed Debt Fund balance is consider assigned for future debt purposes.

Capital Projects Funds – The Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets. These projects may extend beyond a fiscal year. The following capital project funds have fund balance targets as follows:

- Equipment Replacement Fund-Fund balance goal of \$1,100,000 based on annual average expenditures (expected to meet goal in 2032 based on current projections).
- Park Capital Improvement Fund-Fund balance goal of 50% of next year’s expenditures.
- Pavement Management Fund-Fund balance goal of 35% of the next five years of annual average capital expenditures.

No specific reserve requirement is established for the remaining Capital Projects Funds. However, adequate fund balances will be determined as part of the 5-year Capital Improvement Plan approved each year.

Enterprise Funds – The Enterprise Funds are used to account for activities for which a fee is charged to external users for goods and services. Reserves in the Enterprise Funds will be maintained at a minimum level to sufficient to provide adequate working capital for current expenditure needs. Generally, a minimum of three months of operating cash, one year of capital, and one year of debt service will be kept in these funds. Rates studies for these funds will be completed at a minimum every five years.

Internal Service Funds – The Internal Service Funds are used to allocate common costs among various funds and programs of the city. Deficits and surpluses are allowed however the goal is to maintain reserves at three months of budgeted expenditures. The following funds are classified as internal services funds:

- Self-Insurance Fund
 - The fund balance goal at year-end of the Self Insurance Fund is the tort liability limit for all claimants.
- Fleet and Building Maintenance Fund
 - The fund balance goal at year-end is 3 months of operating expenses of the subsequent years budget.
- Information Technology Fund
 - The fund balance goal at year-end is 3 months of operating expenses of the subsequent years budget.
- Compensated Absences Fund
 - The fund balance goal is 90% to 110% of the compensated absence balance at year - end.

Use of Resources – When both restricted and unrestricted resources are available for use, it is the City’s policy to first use restricted resources, and then use unrestricted resources. When committed, assigned or unassigned resources are available for use, it is the City’s policy to use resources in the following order; 1) committed 2) assigned, and 3) unassigned.

Adopted by the City Council of the City of Cottage Grove this ~~1st day of March 2023~~ 18th day of December 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-183

RESOLUTION FUND BALANCE POLICY

WHEREAS, fund balances are necessary in order to maintain adequate financial stability by ensuring adequate fund balances and cash flow reserves, and

WHEREAS, the City Council of the City of Cottage Grove last amended the Fund Balance Policy on March 1, 2023, and

WHEREAS, The City Council of the City of Cottage Grove deems it necessary to periodically review and update the policy and

NOW THEREFORE BE IT RESOLVED, the City of Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the following policy be established:

Purpose

The City is committed to maintaining a stable financial environment for the City's operations that allows the City to provide quality services to its residents in a fiscally responsible manner. This policy also provides a measure of financial protection against unanticipated events that would adversely affect the financial condition of the City and jeopardize the continuation of necessary public services.

This policy will ensure that the City maintains adequate fund balance and reserves in order to:

- Provide sufficient cash flow for daily financial needs
- Secure and maintain bond ratings
- Offset significant economic downturns or revenue shortfalls, and
- Provide funds for unforeseen expenditures related to emergencies.

Definitions

Fund Balance – Net position of a governmental fund (the difference between assets and liabilities reported in the governmental fund).

Governmental Funds – These are the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds.

Nonspendable Fund Balance – Amounts that are not in a spendable form or are legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (such as inventories and prepaid amounts) and items such as the long-term amount of loans and notes receivable, as well as property acquired for resale.

Restricted Fund Balance – Amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance – Amounts constrained for a specific purpose by formal action of a government using its highest level of decision-making authority. Action to constrain resources must occur prior to year-end. However, the amount can be determined in the subsequent period.

Assigned Fund Balance – Amounts that are constrained by the City's intent to use for specified purposes

but are neither restricted nor committed. Assigned fund balance in the General Fund includes amounts that are intended to be used for specific purposes.

Unassigned Fund Balance – Unassigned Fund Balance is the difference between total fund balance in a governmental fund minus its nonspendable, restricted, committed, and assigned components. The unassigned fund balance is only used in the General Fund or when there is a negative fund balance in another governmental fund.

Policy

General Fund –The General Fund is used to account for and report all financial resources that are not required to be reflected in another fund.

Unassigned fund balance for the General Fund shall be between 45% and 55% of the subsequent General Fund operating expenditures. Since a significant source of revenue in the General Fund comes from property taxes, maintaining an adequate unassigned fund balance ensures that sufficient resources are available to fund basic City functions between the property tax settlements that are received in July and December.

If the unassigned fund balance rises above or below the desired range at year-end, the City Administrator and/or Finance Director shall report such amounts to the City Council as soon as practicable after the end of the fiscal year. Should the actual amount of unassigned fund balance fall below the desired range, the City shall create a plan to restore the appropriate levels. Should the actual amounts of unassigned fund balance rise above the desired range; excess funds will be transferred to other funds as follows:

1. Outstanding Debt Reduction fund-30%
2. Equipment Replacement Fund-25%
3. Building Replacement Fund-15%
4. Future Pavement Management Projects-10%
5. Internal Service funds-5% (Allocation percentage between funds determined by City Administrator/Finance Director and reported to Council).
6. Remaining portion of 15% stays in the General Fund.

The City Council has designated the authority to assign fund balance for specified purposes to the City Administrator and/or Finance Director.

Special Revenue Funds – Special Revenue Funds are used to account for and report proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes other than debt service or capital projects. After nonspendable and restricted fund balance assignments, fund balance in the special revenue funds will be committed as follows:

Fund	Specific Revenue Source	Committed For
Recycling	Charges for services	Recycling activities
Storm Water Maintenance	Charges for services	Storm water maintenance
Ice Arena	User Fees	Ice arena operations
Forfeiture/Seizure	Forfeitures	Police activities
Golf Course	Charges for Service	Golf course operations
Hero Center	Charges for services	HERO center operations
Opioid Settlement	Settlements	Opioid eligible uses
Cottage Grove Convention & Visitors Bureau	Lodging tax	Marketing and promotion of the community
Local Housing Trust Fund	Local housing aid	Qualified housing projects
Economic Development Authority	Property taxes and charges for services	Economic development

Housing and Redevelopment Authority	Property taxes and charges for services	Housing and redevelopment
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Any other special revenue fund is committed to the specific purpose of the that fund.

Debt Service Funds – Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditures for principal and interest debt payments. All of the city’s debt service fund balances with the exception of the Closed Debt Fund are considered restricted pursuant to state statutes and respective debt agreements. The Closed Debt Fund balance is consider assigned for future debt purposes.

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- Self-Insurance Fund
 - The fund balance goal at year-end is the tort liability limit for all claimants.
- Fleet and Building Maintenance Fund
 - The fund balance goal at year-end is 3 months of operating expenses of the subsequent years budget.
- Information Technology Fund
 - The fund balance goal at year-end is 3 months of operating expenses of the subsequent years budget.
- Compensated Absences Fund
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Use of Resources – When both restricted and unrestricted resources are available for use, it is the City’s policy to first use restricted resources, and then use unrestricted resources. When committed, assigned or unassigned resources are available for use, it is the City’s policy to use resources in the following order; 1) committed 2) assigned, and 3) unassigned.

BE IT FURTHER RESOLVED, to repeal Resolution 2023-029.

Adopted by the City Council of the City of Cottage Grove this 18th day of December 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-192

RESOLUTION APPROVING AN INTERFUND TRANSFER

WHEREAS an interfund transfer is necessary to establish the Compensated Absences Internal Service Fund.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the following interfund transfer be made effective December 18, 2024.

From	To	Amount
100-General Fund	730-Compensated Absences Fund	\$1,370,900

Passed this 18th day of December 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.M.

Meeting Date	12/18/2024		
Department	Finance		
Agenda Category	Resolution		
Title	Accept donation from LSP Cottage Grove, LP		
Staff Recommendation	Adopt Resolution 2024-185, Accepting donation from LSP Cottage Grove, LP for the Economic Development Trust Fund.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Res 2024-185 Pancentral Donation for ED Trust Fund</td></tr></table>	1.	Res 2024-185 Pancentral Donation for ED Trust Fund
1.	Res 2024-185 Pancentral Donation for ED Trust Fund		

**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-185
RESOLUTION ACCEPTING A DONATION RECEIVED FROM LSP COTTAGE
GROVE, LP FOR THE ECONOMIC DEVELOPMENT TRUST FUND**

WHEREAS, on December 10th 2024, LSP Cottage Grove, LP donated \$150,000 for the furtherance of economic development activities within the City; and

WHEREAS, the City Council of the City of Cottage Grove, has established an Economic Development Trust Fund.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, accepts the donation from LSP Cottage Grove, LP and designates that the funds be deposited into the Economic Development Trust Fund.

Passed this 18th day of December 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.N.

Meeting Date	12/18/2024
Department	Finance
Agenda Category	Action Item
Title	Utility Billing Printing Service Agreement
Staff Recommendation	Approval of the service agreement with InfoSend, Inc. for the mailing and printing of utility bills.
Budget Implication	N/A

Attachments	1.	CC Memo - Utility Billing Printing Service Agreement
	2.	Agreement for Professional Services -Infosend
	3.	EXHIBIT A



To: Honorable Mayor and City Council Members
From: Judith Afdahl, Assistant Finance Director
Date: December 18, 2024
Subject: Utility Bill Printing Service Agreement

Background

The Finance Department is in the process of implementing Tyler Pro 10 Utilities software. This will allow the city to handle the Utility Billing function in-house with City staff. Currently the City outsources this function to OPUS 21. OPUS 21 handles the printing and mailing of the monthly utility bills as part of their service so it was necessary to find new printing and mailing services to pair with the new software.

Requests for Quotes for Utility Billing Printing Services were sent to five print vendors on October 24, 2024. The city received quotations from all five vendors. After careful consideration and analysis, the city selected InfoSend, Inc. They currently work with municipalities that use Tyler ERP Pro 10 Utilities and several of those are in the St. Paul/Minneapolis metropolitan area. In addition, they had the most competitive pricing and provide a full intelligent mail service.

Print Vendors	Cost Proposal -Per Billing Statement
InfoSend, Inc.	\$.168
Mailing Solutions	\$.290
DataPrint	\$.312
Lone Oak Companies	\$.3536
Impact Proven Solutions	\$.3945

The estimated cost to print the monthly utility billing statements is \$1,365. These costs will be funded by the Water, Sewer, Storm Water and Street Lighting utility funds.

Action Requested

Consider approving the service agreement with InfoSend, Inc. for the mailing and printing of utility bills.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 2024 ("Effective Date"), by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and InfoSend, Inc., 4240 East La Palma Avenue, Anaheim, California 92807 ("Consultant").

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

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

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

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services"), as defined in the following documents:

- i. A proposal dated November 6, 2024, incorporated herein as Exhibit A.

Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit A specifically conflict, the terms of this Agreement shall apply.

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

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for the Services as set forth in Exhibit A.
- b. Consultant shall purchase the postage needed to mail all City documents on the day of mailing. The postage charges shall be later invoiced to the City based on the City's payment terms. Consultant requires the City to submit a postage deposit prior to the first mailing to facilitate the payment terms. The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the average number of months floated by the current five (5) digit pre-sorted first class postage rate. The postage deposit amount due from the City shall be as follows:
$$8,200 \text{ mail pieces per month} \times 1.25 \times \$0.545 = \$5,586.00$$

This amount will remain in deposit for the duration of the Agreement. Upon mutual agreement of the parties or expiration or termination of the Agreement, the City must pay in full any outstanding invoices from the Consultant for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to ongoing review and may be adjusted at any time by mutual written agreement of the parties to account for changes to the City's average mailing volume or changes to USPS postage rates.

- c. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - d. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
 - e. Beginning on the first anniversary of the Effective Date, Consultant reserves the right to increase fees on an annual basis to account for increases in the cost of materials, labor, and other overhead. City will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the fees are changed, unless other terms or conditions of the Agreement have also changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.
3. TERM. The initial term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years ("Initial Term"). This Agreement will automatically renew for successive two (2) year periods ("Renewal Terms") unless either the City or Consultant provides the other party with sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice will indicate whether the Agreement will terminate at the end of the current term or continue on a month-to-month basis, if mutually agreeable to both parties.
4. TERMINATION.
- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses incurred until the effective date of termination.

- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in Exhibit A. Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.
7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.
8. CITY'S REPRESENTATIVE. The City has designated Judith Afdahl, Assistant Finance Director, to act as the City's representative with respect to the Services to be performed under this Agreement. She shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Consultant has designated Robert Crawford to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace the designated staff without the approval of the City.

10. INDEMNIFICATION.

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

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

- a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- c. Workers' Compensation Insurance in accordance with statutory requirements.
- d. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

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

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

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

Or emailed: JLevitt@cottagegrovemn.gov

If to Consultant: InfoSend, Inc.
4240 East La Palma Avenue
Anaheim, CA 92807
Attention: Russ Rezai

Or emailed: russ.r@infosend.com

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

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- d. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties, unless indicated otherwise in this Agreement.
- e. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- f. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

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

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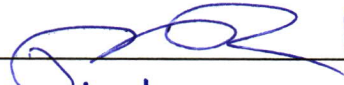
CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

INFOSEND, INC. ("CONSULTANT")

By:  Russ Rozai

Its: President

Date: 12/10/2024

Proposal Form:

Pricing Structure for Billing Statement and Inserts:

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Document Types: One 8.5" x 11" page, up to two color duplex (2/2), including InfoSend standard envelopes. Pricing reflects an estimated volume of 8,200 documents a month, with an approximate 2 billing runs per month.	\$0.153 per single page mail piece

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above (shaded green) as well as additional and optional pricing. Pricing is based on "Client Volume Assumptions" listed above and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	WAIVED
Setup Fee – Data Only Input Files	WAIVED
Document Re-Design Fee	\$0.00
Data Processing Fee (per document)	\$0.015

Printing and Mailing Service	
All Document Types Printing and Mailing Fee per Page with up to 2/2 Ink	\$0.074
USPS Postage – A postage deposit will be required prior to starting service	Pass-through
Print Color Options (colors per side)*	\$0.084 for 3/1 to 4/1 printing \$0.089 for 4/4 printing
Inline Insert Print Fee* (Paper stock pricing below in Materials section)	\$0.074 Black printing \$0.089 Color printing
Batch Fee (per mailing batch under (200 mail pieces)	\$10.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per "hit" (address that get updated)	\$0.35 NCOA or \$0.35 ACS

*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.

Materials	
Standard 8.5" x 11" Paper Stock (per sheet)	\$0.016
Standard Double Window Outgoing #10 Envelope	\$0.026
Standard Single Window Return #9 Envelope	\$0.022
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.02
Inserting Fee - Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply.	\$0.02 per insert
Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case-by-case basis to determine if additional fees will apply for setup and handling.	

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.02 - For 12 Months of Retention \$0.03 - For 24 Months of Retention \$0.04 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Professional Services Rate (per hour)	\$175
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

InfoSend, Inc.

Respectfully submitted,

InfoSend, Inc. (a corporation)

Name

4240 East La Palma Avenue

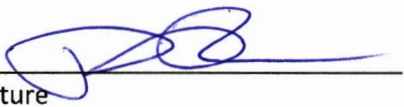
Street Address

Anaheim, CA 92807

City, State, Zip Code

(714) 993 – 2690

Telephone


Signature

11/06/2024

Date

Russ Rezai

Name

President

Title



City Council Action Request

7.0.

Meeting Date 12/18/2024

Department Public Works

Agenda Category Action Item

Title Consent Order Letter

Staff Recommendation Approve letter for O&M Funding Transition

Budget Implication N/A

Attachments

1.	2024-12-18 Consent Order
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December 18, 2024

Attn: Kirk Koudelka
Assistant Commissioner
Minnesota Pollution Control Agency
520 Lafayette Road N
St. Paul, MN 55155

RE: 2007 Consent Order – O&M Funding Transition

Dear Mr. Koudelka,

At the Government and 3M Working Group meeting on May 15, 2024, information was provided on the status of the 3M Settlement Funds, and an estimated timeline was provided for when the funds would be fully committed. While the original Conceptual Drinking Water Supply Plan (CDWSP) accounted for 20 years of O&M, we were informed that O&M funds may only be available for 5 years through the 3M Settlement. Additionally, all of the 3M Settlement funds would be committed by 2026. At the meeting, it was discussed that reimbursement for drinking water activities would then revert back to the 2007 Consent Order.

During the May meeting, Cottage Grove expressed concern over the early depletion of the O&M funds and the need for concrete information on how the transition to the 2007 Consent Order would occur. At the Government and 3M Working Group meeting on November 20, 2024, similar discussions took place regarding the depletion of the O&M funds. No new information was provided regarding how the 2007 Consent Order would take over, or how the reimbursement process would take place once that occurred. Once Cottage Grove's two permanent PFAS treatment plants are operational, O&M costs, including annualized media replacement expenses, could exceed \$2 million. Currently, Cottage Grove's annual water utility fund budget is only \$2.8 million, so taking on O&M costs for any amount of time is simply not feasible. It is crucial that a clear process is determined to ensure a smooth transition to the 2007 Consent Order.

As the city enters the 2026-2027 budget planning cycle, we are requesting that the 2007 Consent Order transition be finalized no later than May 31, 2025. If there is any indication that there could be a gap in O&M funding, this will give the city time to plan for these potential expenses. This is something that needs to be avoided at all costs, as the only way to manage the situation would be aggressive utility rate increases.

We ask that the Co-Trustees have a sense of urgency in addressing this situation and provide clarity to all communities included in the 3M Settlement. Our residents need assurance that they will not be forced to pay for the water treatment O&M as they have been previously promised. I want to close by thanking the Co-Trustees as they continue to navigate this challenging PFAS situation in the East Metro. Our ongoing collaboration has been key as we

work together to successfully implement the CDWSP and ensure there is clean drinking water for generations to come.

Sincerely,

Myron Bailey

Mayor, City of Cottage Grove

Cc:

Senator Judy Seeberger
95 University Avenue W.
Minnesota Senate Bldg., Room 2109
St. Paul, MN 55155

Senator Matt Klein
95 University Avenue W.
Minnesota Senate Bldg., Room 2105
St. Paul, MN 55155

Representative Rick Hansen
5th Floor, Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

Representative Mark Wiens
2nd Floor, Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

Representative Shane Hudella
2nd Floor, Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

Representative-elect Tom Dippel
2nd Floor, Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

Representative-elect Wayne Johnson
2nd Floor, Centennial Office Building
658 Cedar Street
St. Paul, MN 55155



City Council Action Request

7.P.

Meeting Date 12/18/2024

Department Public Works

Agenda Category Action Item

Title 2025 Lobbyist Contract Approval

Staff Recommendation 1) Authorize entering into an agreement with Aurora Strategic Advisors for federal lobbying services in 2025. 2) Authorize the letter of engagement with Larkin Hoffman for state lobbying services in 2025.

Budget Implication 2025 State Lobbying Service - \$10,000 (estimated)
2025 Federal Lobbying Service - \$47,200
Total - \$57,200 (Budgeted in the EDA Trust)

Attachments

1.	Federal & State Lobbyist Agreement Memo 2024-12-12
2.	Aurora Agreement for Professional Services
3.	Larkin Hofman Engagement Letter - 2025 Legislative Representation



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

From: Ryan Burfeind, PE, Public Works Director

Date: December 12, 2024

Re: Federal & State Transportation Lobbying Agreement

Background

In 2022, the City of Cottage Grove solicited proposals for federal lobbying services, to assist in obtaining federal transportation funding through earmarks and the \$1.1 trillion infrastructure bill. Two proposals were obtained, from Aurora Strategic Advisors (ASA) and Primacy Strategy Group. As a primary focus for these services is obtaining funding for the County 19A & 100th Street Realignment Project (100th Street Project), and ASA's work with Washington County, there was a good opportunity for synergy in hiring them. In 2023 and 2024, the city expanded their services with ASA to include State lobbying.

Discussion

In 2025 Washington County will be taking the lead in a \$22.5 million state bonding request. As such, the city no longer needs a state lobbyist on retainer to guide this effort. The city will continue to collaborate with the County and support this effort, so some state lobbying services are required. The plan for 2025 is to work with same lobbyist as the County, Larkin Hoffman, on an hourly basis. It is estimated that the total cost for state lobbying in 2025 will be no more than \$10,000. Larkin Hoffman has drafted a letter of engagement, which has been approved by the City Attorney.

The city will continue to work ASA on federal lobbying in 2025. The City Attorney has drafted a professional services agreement to cover the scope of work for the 2025 federal legislative session. The total cost for the federal lobbying services in 2025 is \$47,200.

Recommendation

It is recommended the City Council:

1. Authorize entering into an agreement with Aurora Strategic Advisors for federal lobbying services in 2025.
2. Authorize the letter of engagement with Larkin Hoffman for state lobbying services in 2025.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and executed this ____ day of _____, 2024, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, (“City”) and Aurora Strategic Advisors, Inc., 2809 East Lake of the Isles Parkway, Minneapolis, Minnesota, 55408 (“Consultant”).

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

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

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

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of providing government relations, strategic counsel, and lobbying services at the federal government (“Services”).
 - i. To advance federal opportunities for the City during the United States Federal Government’s 2025 legislative session, Consultant shall perform the Services, which shall include, but are not limited to, the following:
 1. Help review/identify projects as congressional “community projects.”
 2. Support City efforts to secure federal grant funding via Congressional support.
 3. Advise on effective messaging to support federal requests.
 4. Review materials for submission to ensure they conform and are compelling.
 5. Engage with federal officials to support priorities.
 6. Advise the City on stakeholder engagement to support priorities.
 7. Support meetings with key external stakeholders, if necessary.
- b. Consultant covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, subject to Section 7 of this Agreement.

2. PAYMENT.

- a. City agrees to pay \$47,200.00 to Consultant for the Services as set forth in this Agreement.

- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
- 3. TERM. The term of this Agreement shall commence on January 1, 2025, until December 31, 2025, unless terminated prior to that date pursuant to Section 4. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.
- 4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 12 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- 5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
- 6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.
- 7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses

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

8. CITY'S REPRESENTATIVE. The City has designated Jennifer Levitt to act as the City's representative with respect to the Services to be performed under this Agreement. She shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Consultant has designated Mike Erlandson to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace the designated staff without the approval of the City.
10. INDEMNIFICATION.
 - a. Consultant and City each agree to indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
 - b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.
11. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the City when Consultant has been compensated for all Services rendered, provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant. Consultant retains the right to use the work performed on behalf of the City for promotional purposes and to list City as a client of Consultant.
12. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of Cottage Grove
 12800 Ravine Parkway

Cottage Grove, MN 55016
Attention: City Administrator

Or emailed: jlevitt@cottagegrovemn.gov

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

Or emailed: mikeerlandson@gmail.com

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

- a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- b. Professional Liability Insurance, with a limit of \$1,000,000 for any number of claims arising out of a single occurrence.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

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

16. GENERAL PROVISIONS.

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

- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- e. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

AURORA STRATEGIC ADVISORS, INC. ("CONSULTANT")

By: 
Mike Erlandson, Owner

Date: 12/10/2024

December 11, 2024

Ryan Burfeind
Public Works Director
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

VIA EMAIL

rburfeind@cottagegrovemn.gov

Re: 2025 Legislative Representation – State Bonding Relating to Washington County Road Improvements

Dear Ryan:

We will represent the City of Cottage Grove (the “City”) regarding the above-mentioned state bonding project. The purpose of this letter is to confirm the scope of our services and the terms and conditions upon which we will be providing such services to you.

SCOPE OF SERVICES AND RESPONSIBILITIES

Our scope of work will be to assist the City upon request to advocate for interest in the Washington County right-of-way project. I will be primarily responsible for this representation with assistance from Andrew Carlson. Andrew Carlson is employed by Larkin Hoffman Public Affairs, an ancillary business of Larkin Hoffman, to support the City’s legislative representation.

To enable us to effectively render our legislative services, you agree to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request. You further agree to keep us informed of any developments that may affect the matter, and to assist and cooperate with us as necessary in dealing with the matter. We will rely upon you for the accuracy of all information you provide to us. In reliance upon that information and the guidance you provide, we will provide government relations counsel to you and assist you with respect to the matter as set forth in this letter. We will endeavor to keep you informed as to the progress of and developments regarding the matter.

CONFIRMATION OF CONFLICT WAIVER

Peder Larson is representing the City in an environmental review and obtained a conflict waiver signed by Jennifer Levitt. We therefore are asking the City to confirm by signing the acknowledgement below that Larkin Hoffman may continue to represent and undertake the representation of existing or future clients in any matter, including but not limited to transactions, land use matters, taxation, negotiations, litigation or other dispute resolutions, even if the interests of the client in that other matter are adverse to the City, as long as that other matter is not substantially related to this engagement for legislative representation on behalf of the City. In the event that during the representation of the City, our representation of another client is adverse to the City in a matter unrelated to the City’s representation, our lawyers or other professional staff who have worked with the City will not work for such other client, and appropriate measures will be taken to assure that confidential and attorney client privileged

information concerning the City acquired by Larkin Hoffman as a result of our representation of the City will not be transmitted to lawyers or others in Larkin Hoffman involved in such other matters.

FEES AND COSTS

Unless otherwise specified in this engagement letter, the basis for our fees and costs are set forth in the attached General Conditions of Representation. My hourly rate is presently \$625.00; Mr. Carlson's hourly rate is presently \$365.00. All services are recorded on a daily basis and rendered in the form of a detailed summary at the end of each month. In addition to our legal fees, you will be responsible for any out-of-pocket disbursements for items such as mileage, parking, and related expenses.

Generally, our firm requires a retainer to commence representation on a new matter. However, given our existing working relationship with you on other matters, we are waiving that requirement.

Thank you very much for the opportunity to represent the City in this important matter.

Sincerely,



Peter J. Coyle, for
Larkin Hoffman

Direct Dial: (952) 896-3214

Direct Fax: (952) 841-1704

Email: pcoyle@larkinhoffman.com

Attachment

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned has read the foregoing letter, including the restated conflict waiver, as well as the enclosed Statement Regarding General Conditions of Engagement and agrees to the terms and conditions set forth therein and the payment to Larkin Hoffman Daly & Lindgren Ltd., of all fees and costs arising as a result of its performance of legal services as described therein.

CITY OF COTTAGE GROVE

Dated: _____, 2024

Myron Bailey, Mayor

Dated: _____, 2024

Tamara Anderson, City Clerk

LARKIN HOFFMAN DALY & LINDGREN LTD.

GENERAL CONDITIONS OF ENGAGEMENT

This Statement sets forth the general conditions of your engagement of Larkin, Hoffman, Daly & Lindgren, Ltd. (the "Firm"). These terms apply to all legal matters except as specifically modified in writing.

1. REPRESENTATION OF ONLY NAMED CLIENT

We are agreeing to represent only the person, persons, entity or entities identified in this engagement letter. We are not agreeing to represent any other persons, such as spouses, children, family members, owners, shareholders, directors, members, managers or partners. We are not agreeing to represent any parent, subsidiary or affiliated entities.

2. SCOPE OF LEGAL SERVICES

Our representation is limited to the specific matter for which we have been engaged, as well as those tasks we believe are necessary to complete those services (the "Matter"). Our representation does not entail a continuing obligation to advise you of subsequent legal developments that might have a bearing on your affairs generally or, after the completion of this legal work, this specific Matter. If during the course of this legal representation it becomes necessary to take on additional tasks, and if we agree to do so, the terms of this engagement letter will apply to those legal services as well.

3. YOUR RESPONSIBILITIES

To enable us to render our legal services effectively, you agree to disclose fully and accurately to us all information (comprising physical documents or electronic data) that may be relevant to the Matter. You further agree to keep us informed of any developments that may affect the Matter, and to assist and cooperate with us as necessary in dealing with the Matter. We will rely upon you for the accuracy of all information you provide to us. In reliance upon that information and the guidance you provide, we will provide legal counsel to you and assist you with respect to the Matter as set forth in the engagement letter.

It may be necessary at times for you to participate in meetings with us or others, or to attend public meetings, depositions or court proceedings. You agree to attend such meetings, depositions or proceedings as requested.

During the course of our representation, including at or before the date of this engagement letter, we may express our opinions or beliefs regarding the Matter or various courses of action that may occur, including the possible outcomes that may be anticipated. Any such statement made by any person acting or speaking on behalf of this Firm is intended solely as an expression of opinion, based upon information available to us at the time. Such opinions are not a promise or guarantee of any particular result.

4. FEES AND COSTS

Unless otherwise specified in this engagement letter, the Firm's fees will be based primarily upon the standard hourly rates for the personnel rendering services. The hourly rates for all personnel are based upon their experience and specific area of legal concentration. All hourly rates are subject to periodic, usually annual, adjustments. The rates charged will be those in effect at the time the services are rendered. Other factors may be considered in determining the final amount of our fees, including (a) the novelty and difficulty of the questions involved, (b) the skill requisite to perform the legal services properly, (c) the likelihood that accepting the representation will preclude the Firm from accepting other employment, (d) the fee customarily charged in the locality for similar legal services, (e) the amount involved and the result obtained, (f) any time limitations imposed upon us by the client or the circumstances, (g) the nature and length of our relationship, and (h) the experience, reputation and ability of the lawyer or lawyers performing the services.

The services for which you will be charged will include, but will not be limited to, telephone and office conferences with you, with adverse counsel, and with any others necessary for us to handle the specific legal matter for you; conferences among our personnel as necessary to advance and manage the representation; factual investigation; legal research; responding to requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, agreements, and other documents; travel time; for court cases, waiting time in court or elsewhere; drafting or responding to discovery and/or motions; and preparing for and attending depositions, negotiations, mediation and other court proceedings.

In addition to our fees, we will bill you for disbursements and other charges incurred in performing our services, such as, but not limited to, photocopying, messenger and delivery charges, electronic/online research, travel, parking, long distance and local telephone, court costs and fees, facsimile transmissions, court reporter charges, and document storage and processing required to store, retrieve and review electronic documents. Unless special arrangements are made, fees and expenses of others such as experts, investigators, witnesses, consultants, and court reporters and other large disbursements may be billed directly to you.

Fees, disbursements, and other charges will usually be billed monthly. There may be a delay in billings to us from outside vendors, and thus the charges for disbursements may not appear in the same billing as the related services. Our invoices are payable upon receipt. Any invoice not paid within 30 days of its date is subject to the imposition of late payment charges. If any of our invoices are not paid in full, and we choose to pursue collection of the outstanding balance, you agree, by accepting our representation of you under these General Conditions, that the Firm will be entitled to recover all costs of collection, including a reasonable attorneys' fee, associated with any actions taken to collect the outstanding balance.

Although we may from time to time furnish for your convenience estimates of fees or charges that we anticipate will be incurred on your behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly set forth in this engagement letter or otherwise agreed to by us in writing.

In addition to traditional check, ACH and wire transfer payments which we accept at no cost, we offer a facility to accept payments electronically by credit card, debit card or electronic check. However, because the third-party vendor assesses a fee to process credit card payments, we reserve the right to add a processing fee equal to but not greater than our vendor processing fee for any payments you choose to make by credit card.

5. LATE PAYMENT CHARGES

In the event any of our periodic billings to you are not paid when due, the Firm will impose late payment charges on the unpaid balance. Such charges will be assessed at eight percent (8%) per annum on matters for natural persons, and at eighteen percent (18%) per annum for entities. Such late charges will accrue beginning 30 days after the date of any invoice not paid in full.

6. TERMINATION OR WITHDRAWAL

Our representation of you will terminate upon completion of our work on the Matter. You have the right to terminate our representation at any time upon written notice to the Firm. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of the notice or termination, whichever is later. Although we do not anticipate any need to do so, we also reserve the right to withdraw from this representation for good cause. Good cause includes your failure to honor the terms of this engagement letter, your failure to pay amounts billed in a timely manner, your failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical, or impracticable. If we elect to withdraw, you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal. We will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

7. DOCUMENT RETENTION AND DESTRUCTION

We maintain our files primarily in a digital image format. Accordingly, we will likely digitize a copy and return to you original documents that you provide to us during the course of our representation. At the conclusion of our representation on the Matter, we will return to you any remaining original documents in our possession. We typically will maintain our electronic files for a period of seven years after the conclusion of our representation. After that time, we may destroy the entire file without further notice to you. If we have not already done so, we will attempt at that time to return any original documents to you. If for any reason we cannot return such documents, they may also be destroyed. If you wish to retain a record of the Matter for a longer period of time, you should arrange to create such a file for yourself.

8. TEXT COMMUNICATIONS

The use of text messages to communicate with lawyers is increasingly common, and appropriate communications between attorneys and clients are expected to be confidential and privileged. However, under certain circumstances, like when the phone is owned by an employer, those messages may not be confidential. Text messages are not encrypted unless certain third-party programs are used. Therefore, text messages are more susceptible to being intercepted by third parties. For these reasons, we discourage communicating confidential and privileged information via text message. If you do so, you understand the risk of interception and the possible waiver of privilege and accept those risks.



City Council Action Request

7.Q.

Meeting Date 12/18/2024

Department Public Safety

Agenda Category Action Item

Title Community Service Officer Cadet Program and Agreement

Staff Recommendation 1) Authorize the implementation and cost for two Community Service Officer Cadets to start in 2025. 2) Approve the Community Service Officer/Cadet Law Enforcement Program agreement for Cole Pfeiffer and Ella Haas.

Budget Implication Costs will be covered by wage/benefits savings associated with vacant police officer positions.

Attachments

1.	CSO Cadet Program Council Dec 11 2024
2.	CSO Cadet Agreement (Pfeiffer)
3.	CSO Cadet Agreement (Haas)



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

From: Peter Koerner, Director of Public Safety

Date: December 11, 2024

Subject: **COMMUNITY SERVICE OFFICER CADET PROGRAM AND AGREEMENT**

INTRODUCTION/BACKGROUND

Nationally, police departments are struggling to recruit police officers. As a result, police departments are aggressively recruiting talent, offering recruiting bonuses and enhanced benefits, and creating cadet programs that serve as a pipeline for hiring future police officers. Retaining our Community Service Officers (CSOs) and recruiting diverse talent has become increasingly difficult in this competitive job market.

Cadet programs hire and invest in individuals with little to no experience or training, allow them to learn on the job while being mentored by experienced police officers, and allow them to attend college to earn entry-level certifications. Nationally and locally, cadet programs have proven to be an effective solution to the recruiting challenges we face today.

OVERVIEW

The Cottage Grove Police Department's Community Service Officer Cadet program will offer full-time employment with benefits. This allows cadets to attend college and obtain their POST license while working as a CSO to develop many of the skills required to be a successful police officer. The City has negotiated an agreement with Rasmussen University to offer 20% tuition reduction. Additionally, the City may pay for the employee's final semester of the Professional Peace Officer Education Program. This unique program will help recruit and retain talent, while helping to recruit from the under-represented classes and those from a lower socio-economic status.

CSO CADET POSITION

The goal of the cadet program is to recruit and develop individuals with interest in law enforcement and commitment to our department. Cadets will participate in a comprehensive training curriculum that focuses on the mission and many functions of the police department. Initially, the cadets will be trained and work as a traditional CSO. They will attend in-service and on-duty trainings alongside our police officers. As the cadet enters the final semester of college, they will begin to shadow our Field Training Officers (FTOs) to prepare them for a future police officer role. Upon completion of college and acquisition of a POST license, the cadet will transition to a full-time police officer position and commence an accelerated field training program. Cadets will sign an agreement committing five years of service to CGPD. Terms of the agreement, which have been reviewed and approved by our City Attorney, mirror the pre-existing Fire Cadet Program Agreement.

COST

The police department is proposing to start two cadets with an expected start date of January 27, 2025. The cadets are expected to transition into a police officer position on August 1, 2025. While employed as a cadet, they will earn an hourly wage of \$24.34. Tuition will cost approximately \$8,400 per cadet. Over a six-month period, the total cost of the program is estimated at \$91,614. These costs will be covered by wage/benefits savings associated with vacant police officer positions.

CSO CADET CANDIDATES

The police department recently conducted a hiring process for police officer candidates to fill vacant and upcoming budgeted positions. During the process, we did identify lateral police candidates for three open positions. We also identified two candidates that are nearing their completion of their police training. They would fill the other two open positions. Cole Pfeiffer is a current Cottage Grove Community Service Officer and will be POST eligible in the summer of 2025. Ella Haas is a current candidate for a Community Service Officer position and will be POST eligible in the summer of 2025. Both are preferred candidates for two vacant police officer positions and were recommended as Community Service Officer/Cadet Law Enforcement Program candidates. Both would attend the upcoming police officer academy and then move to full-time positions August 1, 2025.

RECOMMENDATION

1. Authorize the implementation and cost for two Community Service Officer Cadets to start in 2025.
2. Approve the Community Service Officer/Cadet Law Enforcement Program agreement for Cole Pfeiffer and Ella Haas.

CITY OF COTTAGE GROVE
DEPARTMENT OF PUBLIC SAFETY
POLICE DIVISION

COMMUNITY SERVICE OFFICER / CADET
LAW ENFORCEMENT
RECRUITMENT PROGRAM

This Community Service Officer/Cadet Law Enforcement Recruitment Program Agreement ("Agreement") is entered into by and between the City of Cottage Grove (hereinafter "CITY") and Cole Pfeiffer (hereinafter "Employee").

RECITALS

WHEREAS, Employee has been offered employment by the City of Cottage Grove as a full-time Community Service Officer/Cadet with the understanding that he/she will complete certain specialty training and educational requirements in order to become a licensed Police Officer; and

WHEREAS, CITY is providing the opportunity for the Employee to complete such specialty training and education in anticipation of Employee continuing to work for the CITY as a full-time, licensed Police Officer, enabling the CITY to recover some of the benefit of the investment in the Employee's specialty training and certification; and

WHEREAS, Employee must obtain a Peace Officer Standards & Training Board (POST) Board license to become a Peace Officer within the State of Minnesota; and

WHEREAS, CITY and Employee recognize that this Agreement is not intended to constitute a guarantee of continued employment with the CITY; and

WHEREAS, Employee understands that the CITY would not provide such specialty training and/or certification unless the Employee intended to continue to work for the CITY, and, therefore, agrees to reimburse the CITY in the event the Employee voluntarily terminates his/her employment with the CITY or fails to abide by the terms and conditions of this Agreement after completion of the specialty training and/or license.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and Employee agree as follows:

- (1) The CITY agrees to employ Employee as a full-time, licensed Police Officer pending his/her completion of the classroom and skills requirements to be licensed by the State of Minnesota as a Peace Officer. Employee agrees to pursue and complete the Police Officer training and certification program within six (6) months of the date Employee began his/her employment with the City. The law enforcement certification program must be an accredited program that is approved by POST.
- (2) Provided Employee meets the terms and conditions set forth in this Agreement, the CITY agrees to pay the cost of tuition, books and fees associated with Employee's completion of the police officer training and certification program.
- (3) Employee agrees to obtain a peace officer license with POST within the State of Minnesota within sixty (60) days of eligibility and within six (6) months of the date Employee began his/her employment with the CITY. Failure to meet this requirement may result in termination of employment as a full-time, Community Service Officer/Cadet or Police Officer with the CITY.
- (4) Employee agrees to participate in and pursue the police officer training and certification program to the best of their ability and use reasonable efforts to complete the program. Should the Employee not complete the program, fail the program, withdraw or be expelled from the program, the CITY's obligations under this Agreement shall immediately cease.
- (5) Employee agrees to work as a full-time Community Service Officer/Cadet with the Cottage Grove Police Department while completing his/her police officer training and certification program.
- (6) The CITY agrees to employ Employee as a full-time, licensed Police Officer with the Cottage Grove Police Department upon his/her successful acquisition of a peace officer certification.
- (7) Employee agrees to work as a full-time, licensed Police Officer for the Cottage Grove Police Department for a period of five (5) years commencing immediately upon becoming licensed as a peace officer.
- (8) Employee shall be obligated to reimburse the CITY for any and all payments made by the CITY toward the cost of his/her tuition, books, and fees that are associated with Employee's completion of the police officer training and certification program if any of the following occur:
 - A. Failure to obtain peace officer license from POST within the State of Minnesota within sixty (60) days of completion of the police officer training and certification program.

- B. Termination from the position of Community Service Officer/Cadet for poor job performance.
 - C. Conviction of a crime or other activity which would prevent him/her from obtaining and maintaining a peace officer license from POST.
 - D. Failure to meet any of the selection requirements for the position of Police Officer with the Cottage Grove Police Department.
 - E. Failure to successfully complete the Cottage Grove Police Department's Field Training Officer Program.
 - F. Failure to complete the Cottage Grove Police Department's one-year probationary period, which commences on the date of employment as a full-time, licensed Police Officer.
 - G. Resignation from the position of Police Officer with the Cottage Grove Police Department prior to completing five (5) years of service in that position.
 - H. Termination for misconduct as a Police Officer from the Cottage Grove Police Department prior to completing five (5) years of service in that position.
- (9) Employee agrees that in the event he/she fails to meet any of the terms and conditions of this Agreement and becomes obligated to reimburse the City for tuition, books and fees, said reimbursement shall be paid in accordance with the following schedule:
- A. 100% reimbursement if termination occurs prior to completing one (1) year of service as a Police Officer with the CITY.
 - B. 80% reimbursement if termination occurs prior to completing two (2) years of service as a Police Officer with the CITY.
 - C. 60% reimbursement if termination occurs prior to completing three (3) years of service as a Police Officer with the CITY.
 - D. 40% reimbursement if termination occurs prior to completing four (4) years of service as a Police Officer with the CITY.
 - E. 20% reimbursement if termination occurs prior to completing five (5) years of service as a Police Officer with the CITY.
 - F. No reimbursement is required after Employee has served as a Police Officer for five (5) years with the CITY.

If Employee is obligated to repay any amount expended by the CITY for tuition, books and fees, pursuant to this Agreement, the amount reimbursed shall be paid to the CITY in full within one hundred and twenty (120) days of the event triggering the necessity for repayment. The Cottage Grove City Council may, at its sole discretion, allow additional time for Employee to repay the amount due. Employee authorizes CITY to deduct the amount of any reimbursement obligation owed from any compensation due and owing to Employee at the time of separation from employment, including, but not limited to, salary, wages, bonuses, commissions, or vacation pay.

- (10) Any notice required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, email or by mail to the following addresses:

If to CITY: City of Cottage Grove
 12800 Ravine Parkway S
 Cottage Grove, MN 55016
 Attention: Director of Public Safety

Or emailed: PKoerner@cottagegrovemn.gov

If to Employee: Cole Pfeiffer
 12800 Ravine Parkway S
 Cottage Grove, M 55016

Or emailed: Crpfeiffer17@gmail.com

- (11) Employee hereby indemnifies and holds harmless the CITY from and against any and all suits, claims, actions, damages and other losses which the Employee suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the tuition, books, and fee payments made pursuant to this Agreement as a benefit to the Employee.
- (12) The terms and conditions set forth herein constitute the entire agreement between the CITY and Employee and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement unless made in writing and signed by both CITY and Employee.

- (13) CITY and Employee agree that any action to interpret or enforce this Agreement shall be governed and enforced according to the laws of the State of Minnesota and any dispute under this Agreement must be venued in Washington County District Court.
- (14) If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- (15) This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of CITY and Employee. This Agreement is not assignable without the mutual written agreement of the CITY and Employee.
- (16) All data collected by the CITY pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

[The remainder of this page is intentionally left blank]

I have read the foregoing Agreement and acknowledge that it is the complete agreement, and by signing below, I affirm that I fully understand and agree to its terms and conditions.

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date

EMPLOYEE

Name

Signature

Date

CITY OF COTTAGE GROVE
DEPARTMENT OF PUBLIC SAFETY
POLICE DIVISION

COMMUNITY SERVICE OFFICER / CADET
LAW ENFORCEMENT
RECRUITMENT PROGRAM

This Community Service Officer/Cadet Law Enforcement Recruitment Program Agreement ("Agreement") is entered into by and between the City of Cottage Grove (hereinafter "CITY") and Ella Haas (hereinafter "Employee").

RECITALS

WHEREAS, Employee has been offered employment by the City of Cottage Grove as a full-time Community Service Officer/Cadet with the understanding that he/she will complete certain specialty training and educational requirements in order to become a licensed Police Officer; and

WHEREAS, CITY is providing the opportunity for the Employee to complete such specialty training and education in anticipation of Employee continuing to work for the CITY as a full-time, licensed Police Officer, enabling the CITY to recover some of the benefit of the investment in the Employee's specialty training and certification; and

WHEREAS, Employee must obtain a Peace Officer Standards & Training Board (POST) Board license to become a Peace Officer within the State of Minnesota; and

WHEREAS, CITY and Employee recognize that this Agreement is not intended to constitute a guarantee of continued employment with the CITY; and

WHEREAS, Employee understands that the CITY would not provide such specialty training and/or certification unless the Employee intended to continue to work for the CITY, and, therefore, agrees to reimburse the CITY in the event the Employee voluntarily terminates his/her employment with the CITY or fails to abide by the terms and conditions of this Agreement after completion of the specialty training and/or license.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and Employee agree as follows:

- (1) The CITY agrees to employ Employee as a full-time, licensed Police Officer pending his/her completion of the classroom and skills requirements to be licensed by the State of Minnesota as a Peace Officer. Employee agrees to pursue and complete the Police Officer training and certification program within six (6) months of the date Employee began his/her employment with the City. The law enforcement certification program must be an accredited program that is approved by POST.
- (2) Provided Employee meets the terms and conditions set forth in this Agreement, the CITY agrees to pay the cost of tuition, books and fees associated with Employee's completion of the police officer training and certification program.
- (3) Employee agrees to obtain a peace officer license with POST within the State of Minnesota within sixty (60) days of eligibility and within six (6) months of the date Employee began his/her employment with the CITY. Failure to meet this requirement may result in termination of employment as a full-time, Community Service Officer/Cadet or Police Officer with the CITY.
- (4) Employee agrees to participate in and pursue the police officer training and certification program to the best of their ability and use reasonable efforts to complete the program. Should the Employee not complete the program, fail the program, withdraw or be expelled from the program, the CITY's obligations under this Agreement shall immediately cease.
- (5) Employee agrees to work as a full-time Community Service Officer/Cadet with the Cottage Grove Police Department while completing his/her police officer training and certification program.
- (6) The CITY agrees to employ Employee as a full-time, licensed Police Officer with the Cottage Grove Police Department upon his/her successful acquisition of a peace officer certification.
- (7) Employee agrees to work as a full-time, licensed Police Officer for the Cottage Grove Police Department for a period of five (5) years commencing immediately upon becoming licensed as a peace officer.
- (8) Employee shall be obligated to reimburse the CITY for any and all payments made by the CITY toward the cost of his/her tuition, books, and fees that are associated with Employee's completion of the police officer training and certification program if any of the following occur:
 - A. Failure to obtain peace officer license from POST within the State of Minnesota within sixty (60) days of completion of the police officer training and certification program.

- B. Termination from the position of Community Service Officer/Cadet for poor job performance.
 - C. Conviction of a crime or other activity which would prevent him/her from obtaining and maintaining a peace officer license from POST.
 - D. Failure to meet any of the selection requirements for the position of Police Officer with the Cottage Grove Police Department.
 - E. Failure to successfully complete the Cottage Grove Police Department's Field Training Officer Program.
 - F. Failure to complete the Cottage Grove Police Department's one-year probationary period, which commences on the date of employment as a full-time, licensed Police Officer.
 - G. Resignation from the position of Police Officer with the Cottage Grove Police Department prior to completing five (5) years of service in that position.
 - H. Termination for misconduct as a Police Officer from the Cottage Grove Police Department prior to completing five (5) years of service in that position.
- (9) Employee agrees that in the event he/she fails to meet any of the terms and conditions of this Agreement and becomes obligated to reimburse the City for tuition, books and fees, said reimbursement shall be paid in accordance with the following schedule:
- A. 100% reimbursement if termination occurs prior to completing one (1) year of service as a Police Officer with the CITY.
 - B. 80% reimbursement if termination occurs prior to completing two (2) years of service as a Police Officer with the CITY.
 - C. 60% reimbursement if termination occurs prior to completing three (3) years of service as a Police Officer with the CITY.
 - D. 40% reimbursement if termination occurs prior to completing four (4) years of service as a Police Officer with the CITY.
 - E. 20% reimbursement if termination occurs prior to completing five (5) years of service as a Police Officer with the CITY.
 - F. No reimbursement is required after Employee has served as a Police Officer for five (5) years with the CITY.

If Employee is obligated to repay any amount expended by the CITY for tuition, books and fees, pursuant to this Agreement, the amount reimbursed shall be paid to the CITY in full within one hundred and twenty (120) days of the event triggering the necessity for repayment. The Cottage Grove City Council may, at its sole discretion, allow additional time for Employee to repay the amount due. Employee authorizes CITY to deduct the amount of any reimbursement obligation owed from any compensation due and owing to Employee at the time of separation from employment, including, but not limited to, salary, wages, bonuses, commissions, or vacation pay.

- (10) Any notice required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, email or by mail to the following addresses:

If to CITY: City of Cottage Grove
 12800 Ravine Parkway S
 Cottage Grove, MN 55016
 Attention: Director of Public Safety

Or emailed: PKoerner@cottagegrovemn.gov

If to Employee: Ella Haas
 12800 Ravine Parkway S
 Cottage Grove, MN 55016

Or emailed: ella12haas03icloud.com

- (11) Employee hereby indemnifies and holds harmless the CITY from and against any and all suits, claims, actions, damages and other losses which the Employee suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the tuition, books, and fee payments made pursuant to this Agreement as a benefit to the Employee.
- (12) The terms and conditions set forth herein constitute the entire agreement between the CITY and Employee and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement unless made in writing and signed by both CITY and Employee.

- (13) CITY and Employee agree that any action to interpret or enforce this Agreement shall be governed and enforced according to the laws of the State of Minnesota and any dispute under this Agreement must be venued in Washington County District Court.
- (14) If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- (15) This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of CITY and Employee. This Agreement is not assignable without the mutual written agreement of the CITY and Employee.
- (16) All data collected by the CITY pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

[The remainder of this page is intentionally left blank]

I have read the foregoing Agreement and acknowledge that it is the complete agreement, and by signing below, I affirm that I fully understand and agree to its terms and conditions.

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date

EMPLOYEE

Name

Signature

Date



City Council Action Request

7.R.

Meeting Date 12/18/2024

Department Public Safety

Agenda Category Action Item

Title Renewal of Prosecution Services Agreement with F. Joseph Taylor Law Firm

Staff Recommendation Authorize an agreement for prosecution and related services with the F. Joseph Taylor Law Firm for the contract years 2025-2027.

Budget Implication N/A

Attachments

1.	Renewal of Prosecution Services F Joseph Taylor 2025-2027
2.	F Joseph Taylor Memo to Council
3.	Exhibit A F Joseph Taylor
4.	Exhibit B F Joseph Taylor
5.	Exhibit C F Joseph Taylor
6.	Exhibit D F Joseph Taylor
7.	F. Joseph Taylor Legal Services Agreement 2025 to 2027



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

From: Peter J Koerner, Director of Public Safety

Date: December 11, 2024

Subject: **RENEWAL OF PROSECUTION SERVICES CONTRACT**

INTRODUCTION

For over 30 years, F. Joseph Taylor has provided prosecution services for the City of Cottage Grove. The current 3-year agreement expires December 31, 2024. Attached you will find a proposed 3-year agreement extending his services through 2027.

DISCUSSION

The City has contracted prosecution services with F. Joseph Taylor since 1997. Since 1990, he assisted with prosecution working for another firm.

Mr. Taylor has proposed a 3-year agreement with an hourly rate of \$100.00 (the hourly rate was increased last in 2019 from \$90.00 per hour to \$95.00) and annual fee caps. Historically, F. Joseph Taylor has done an excellent job in providing prosecution services, keeping hourly rates and annual fee caps either flat or at minimal increases.

Yearend costs for 2022 were \$158,355.50, the fee cap was \$176,700.00 (Amount under cap = \$18,344.50). Yearend costs for 2023 were \$157,576.50, the fee cap was \$180,500.00 (Amount under cap = \$22,923.50). Yearend costs for 2024 are \$177,053.00, the fee cap is \$184,300.00 (Amount under cap is predicted to be under the cap = \$7,300.00).

The fee cap currently for 2024 had been set at \$184,300.00. This is based on a cap of billable hours per month of 161. The proposal is to lower the 2025 billable hour cap to 158 hours per month. So "a reduction" in monthly fee cap billable hours for 2025. The proposal is a 2.1% increase in monthly fee cap hours for 2026, or 161 billable hours per month. Then a 2.1% increase in 2027, or 165 billable hours per month.

Proposed	<u>Fee Cap</u>
2025	\$190,000.00
2026	\$194,000.00
2027	\$198,000.00

Enclosed you will find Exhibits A-E, which provide a very complete historical review of prosecution and forfeiture services provided, challenges faced, and the proposed Contract for Prosecution Services.

Prior to submitting Mr. Taylor's proposal for Council review and approval, I met with members of the Department's Command Staff, Detective Division and Support Services who universally recommend the continued services from F. Joseph Taylor. He has a demonstrated history of being very responsive to staff, aggressive in his charging of offenses, an expert in DUI law and Domestic Violence-Stalking cases and has an excellent relationship with the Bench. F. Joseph Taylor is a longtime member of this community, and I consider the city fortunate to have his expertise and services available.

RECOMMENDATION

Authorize a contract for prosecution and related services with the F. Joseph Taylor Law Firm for the contract years 2025-2027.

F. JOSEPH TAYLOR, P.A.

ATTORNEY AT LAW

F. Joseph Taylor

8063 Hadley Avenue South
Cottage Grove, Minnesota 55016
(651) 459-6644 Phone
(651) 459-4719 Fax

Administrative Assistants
Patty Carrier
Kelly Engel

MEMORANDUM

TO: Mayor Myron Bailey
Council Member Dave Thiede
Council Member Justin Olsen
Council Member Tony Khambata
Council Member Monique Garza

FROM: F. Joseph Taylor 

DATE: December 11, 2024

RE: I. **Prosecution Services Update**
II. **New proposal for Prosecution Services for 2025-2027**

Dear Mayor Bailey and Council Members:

As we near the end of the current three year contract, this Memorandum to Council, along with my attached exhibits, are designed to update Council on both the status and issues relating to prosecution services and to propose, for Council consideration, a new three (3) year agreement covering the years 2025, 2026 and 2027. With the exception of our newest Council Member, Ms. Garza, I know the rest of you have read or seen my past background summaries of the Court system in Washington County from the time when Cottage Grove Prosecution cases were actually heard at the Cottage Grove Armory up until Washington County opened the current Courthouse in Stillwater in 2008. I have also previously covered the various Court funding issues, establishment of "payable lists" to handle minor offenses, and the progression into an electronic "e-Court" system. My intention with this Memo is to skip the history portion and focus on what has happened in the last three years following the Covid pandemic that brought everything, including our Court system, to a halt. I have kept my usual attachments as part of this Memo so as to continue to provide the data type details pertaining to prosecution services. I have updated these attachments with prosecution data covering the last three years.

I. PROSECUTION SERVICES UPDATE

As I try to predict future billable time needed for the next three years to handle the City's prosecution services I look at three things: first, I look at changes and/or trends in our overall case load, such as the addition of a Traffic Safety Officer; second, I look at Court Administration and how they have set up the Cottage Grove prosecution calendar as well as proposed changes to future calendar plans (that is not to say that I or our City can affect what our Bench will establish for their Court calendar plan), changes such as when they added an extra one-half day of Pre-Trial Hearings every other week to our current Cottage Grove prosecution calendar; and finally, I closely monitor both Legislative changes in the law as well as case law decisions derived from our Appellate Courts, such as changes involving DWI related forfeitures. I will address each of these areas below.

A. Cottage Grove Caseload and Fine Revenue collected:

Hours and Fees: I have attached, as Exhibit "A", page 1, a Prosecution Contract Summary. This Summary shows the **annual** and **monthly hours billed for prosecution services** dating back to 1990. We have been billing the City, on "average", between 125 and 150 billable hours per month since 2004. Then in 2020, Covid managed to completely shut down our Court system for 2 months and the average for that year fell to 114 hours a month. For both 2022 and 2023 my monthly average for billable hours came in at 138. For 2024 our average has been pushed up to around 155 per month. In fact, 3 out of the last 4 months I had billable time above 170 hours each month. I will speak to the reasons for this sudden increase below.

My Exhibit "A" Prosecution Contract Summary also depicts **attorney fees paid out by the City**. In 2022 we came in **\$18,344.00 under the 2022 Fee Cap**. In 2023 we came in at **\$22,923.50 under the 2023 fee cap**. For 2024 I am estimating, even with the significant jump in monthly billable time over the last 4 months, to still be around **\$7,300 under the fee 2024 cap amount**.

City Prosecution Revenue: Exhibit "A", page 2, depicts "Prosecution Revenue" collected by the City on an annual basis since 1990. Cottage Grove directly receives a portion, one third (1/3), of all "fine revenue" collected from Cottage Grove prosecution cases. Cottage Grove also receives 100% of all parking violations and a 50% share of prosecution costs collected. For 2022, the City received from the Court **\$128,058.07** in prosecution related revenue. For 2023, the City's share increased to **\$146,627.63**. And for 2024, I am predicting the fine revenue collected to be around **\$150,000.00**.

When looking deeper at this Exhibit one can see that City fine revenue peaked at around \$220k in the years 2006 through 2008. In the 2020, the Covid affected year, the City fine revenue dropped to a historic low of \$117,276.49. Fine revenue appears to be trending upward but it is unlikely to get back to that \$220k range. The reason fine revenue will not be increasing to those earlier levels is two-fold: First, neither the State nor the Court places any emphasis on the "collection" piece of any fine imposed by the Court. If a Defendant fails to pay when its due the Court simply refers it to a collection agency. Non payment of a fine is no longer a reason to violate one's probation. Second, and this is true across all Prosecution cases, I continue to see smaller or even the minimum \$50 fine imposed by the current group of Judges. And with the influx of our newest Judges coming from Hennepin, Ramsey and Dakota Counties I don't see this trend changing. Additionally we have those folks that would argue that the Court system is not about making money or even covering costs.

Prosecution Case Load: My Exhibit "A", pages 3 and 4, sets forth case volume starting with 1990 to present. The trends here appear to be an increasing volume of the more serious cases, but a decrease in the number of Officer issued citations for things like Petty traffic offenses. Citation numbers from CGPD are 2021 = 2,092; then 2022 = 1,296; 2023 = 1,501 and through October, 2024 = 1,272 Officer issued citations. However, the number of Officer issued warnings are up.

In my opinion, Officers in general, in today's "post George Floyd" climate, are less likely to stop and then issue citations for minor traffic offenses. I also want to add that in 2024 I've seen more "confrontational" or "obstruction like" behavior associated with the most minor of offenses than I have in my history with the City. Drivers refusing to provide identification when requested. Drivers immediately becoming argumentative as to why they were being pulled over in the first place. Drivers refusing to follow basic simple instructions.

Gross Misdemeanor cases, such as a second time DWI or second time Domestic Assault, have been increasing and I am predicting that this year will surpass pre-covid type numbers. (All Gross Misdemeanor cases require me to draft and e-file a Criminal Complaint.) My Exhibit A, page 4, sets forth the number of Complaints requested by our Detectives. In 2022, 120 Complaints were issued. In 2023, 139 issued. In 2024 I am estimating close to 215. This data supports my theory that although the number of less serious cases appears to have declined over our contract term, the number of the more serious matters have increased over this same period.

Then, in October, CGPD received a grant for the new Traffic Safety Officer program. And in just the first two months of this program we have seen a significant jump in DWI related cases. This helps explain the sudden increase in my billable time for the months of October and November. (The higher number for August Prosecution Services was due to both the 1st and the 31st falling on my Thursday calendar Court days.) This increase in DWI

numbers translates into more time needed for the drafting of Complaints, charging Defendant's while they are in-custody (as mandated by Statute), and then the Court time in handling these additional matters to conclusion.

B. Current Status of Court Calendar:

As part of the post-Covid Court, the Supreme Court has issued guidelines for the District Court on what cases must be heard in-person and what cases can be heard electronically, such as via Zoom. Within these rules, each District Court can decide what works best for themselves. For instance, all our surrounding Counties are "in-person" for "all" criminal matters. This includes Anoka, Hennepin, Ramsey and Dakota. Washington County however, remains a hybrid. Washington County's calendar plan calls for "in-person" Hearings for Pre-Trials, Contested Motions and Jury Trials. Arraignments and Omnibus Hearings remain via a Zoom calendar. Why is Washington County different? Our current group of Judges have been unable to agree on many things. One of such item is whether, for criminal Court, we should be in-person or via Zoom. So, for now, we continue to have a mix.

Two years ago this group of Judges also scrapped the long standing calendar plan where each Judge took his or her turn rotating through the different calendars. In part, because of the disagreement over whether criminal cases should be in-person versus Zoom, we now have a rotation of 3 in-person Judges that hear all of the required in-person matters. Then we have a separate group of 4 Judges that will handle the electronic or Zoom calendars. The remaining 3 Judges are exclusively assigned to Felony level criminal cases and jail calendars.

One of the effects of this 2023 calendar plan re-write, was the addition of an extra half day of Court. For Cottage Grove, this extra half day of Court happens every other week. My issue, of course, is that due to this change by our bench, I spend, at the minimum, an extra day in Court each month. This extra day translates into increased time needed to service the same number of cases for the City.

As for the hybrid, half in-person and the other half via Zoom, I would offer that there are Pros and Cons although I personally believe that "criminal" Court should be managed in-person. Covid however, allowed the Courts to experiment with Zoom calendars in an effort to provide what they term as "greater access to Court" by its patrons. Handling cases via Zoom, however, has also "increased" the billable time needed to provide Prosecution services. Yes, there is a savings in not having to travel to Stillwater to appear before the Court. However, in order to handle cases via Zoom we now have a significant number of Defense Attorneys and Defendants all reaching out to my office ahead of the actual Court calendar. We also have back and forth email communication with regard to case

offers and other negotiations. And then we have the added time of preparing Plea Agreements and, once signed, e-filing those Agreements, all in addition to the Court Hearing itself. With in-person Court, the discussion, negotiation, communication, preparation of Plea Agreements, etc.... are all done "while in Court."

Possible future calendar concerns: Previously I had touched on the "backlog" of criminal cases. We had a significant number of cases that were cancelled or delayed due to Covid. In Washington County the issue of backlogged cases was resolved fairly quickly and no longer exists as it pertains to Cottage Grove cases.

Currently, the bench is discussing the 2026 Calendar plan that will then take effect on July 1, 2025, and then run for two years. They have discussed a number of different things, including whether to go back to wholly in-person, etc... At this time it is too early to know what they will change, if anything, before reaching an approval of their 2026 calendar plan. There is still "talk" of setting up a separate "probation calendar" and whether City Prosecutors should be required to attend the daily "jail calendar". With regard to these later two ideas, I have not heard that they have gained any actual traction. I am hopeful that their next two year calendar plan remains relatively unchanged.

D. Legislative & Case Law Changes or Issues:

In my last Memo to Council I discussed one of the biggest changes coming by way of our Legislature would be to DWI forfeitures and its impact for Prosecution related services. There was a significant public debate relating to the value, in public safety terms, of a forfeiture of a drunk driver's motor vehicle. To sum it up, the new law that went into effect on January 1, 2022, significantly reduced the number of ways a vehicle could be subject to forfeiture for a DWI related offense. The new law also prescribed ways in which the offender can recover the vehicle while their case is pending. As it pertains to Gross Misdemeanor DWI related forfeiture, the number of cases dropped to almost nothing. I set this data out in my attached Exhibit "C" DWI Forfeiture Summary. The number of case files I opened in 2021 was at 29. Then after the law went into effect, in 2022 I opened 1 file; in 2023 I open 2; this year I also opened 2 files to date.

I would assert that the change had a lot to do with the politics at the time. Even with that said I don't foresee it likely that we will see legislation taking us back the other direction. As such, the topic of DWI Forfeitures has been rendered insignificant in terms of Prosecution time needed or City Revenue collected.

II. PROPOSAL FOR PROSECUTION SERVICES

A. Background:

Billable Time/City Revenue: Attached to this Memorandum, and set forth as Exhibit "A", you will find the previously mentioned "Prosecution Contract Summary" that includes data from 1990 to the present. This Summary, on page 1, details the total number of billable hours expended as well as attorneys fees paid by the City. As for the current contract, in 2022 we came in **\$18,344.00 under the 2022 Fee Cap**. In 2023 we came in at **\$22,923.50 under the 2023 fee cap**. For 2024 I am estimating around **\$7,300 under the fee 2024 cap amount**.

B. Prosecution Proposal (3 year contract):

I enclose and attach, as Exhibit "D", page 2, a summary of my Prosecution Services Proposal for 2025 - 2027. First, I am proposing a change in the hourly rate for the next three years, from the current \$95.00 per hour to \$100.00 per hour. (The hourly rate increases, dating back to 1990, are shown on Exhibit "A", page 1, Prosecution Contract Summary.) This proposed \$5.00 per hour rate increase is to offset some of the effect of the increased costs associated with the business end of things. Just to name a few that we have seen go up from 2022, staff wages, state mandates such as Minnesota's Safe and Sick Time law, and other increases to just about every other aspect of running a business due to inflationary type concerns.

Second, and most importantly, the fee cap currently for 2024 had been set at \$184,300. This is based on a cap of billable hours per month of 161. I am proposing to lower the 2025 billable hour cap to 158 hours per month. So "a reduction" in the monthly fee cap billable hours for 2025. I, am however, proposing a 2.1% increase in the monthly fee cap hours for 2026, or 161 billable hours per month. Then 2.1% increase in 2027, or 165 billable hours per month. Similarly, the cap space proposed involves a 3% increase for 2025, then 2% for each 2026 and 2027.

Finally, I have taken the liberty of submitting a draft Contract for the years 2025 - 2027 that follows the discussion above. This draft is attached as Exhibit "E", Legal Services Agreement.

CONCLUSION

I have discussed, in previous Memo's, my willingness to look at the idea moving into a flat fee arrangement. However, I do believe that most of the benefit of a flat fee arrangement falls to me and not the City. When looking at the current 3 year contract as a whole, we came in at \$48,567.50 under the cap. You could argue that the City saved \$48,567.50 under this arrangement. With a fee cap, the City benefits with a savings if the time is not

December 11, 2024
MAYOR BAILEY AND COUNCIL MEMBERS
Page Seven

needed for prosecution services and, at the same time, there exists a not-to-exceed number. My proposal assumes this Council would prefer the current system. One that is based on 34 years of prosecution data regarding billable time, case volume, fees paid, fine revenue collected, etc.. rather than some number that might be obtained through more arbitrary means.

As always my objective with this proposal continues to be providing quality prosecution services while, at the same time, keeping the City's financial concerns in the forefront, especially as it pertains to increases to its budget.

Should anyone on the Council desire additional information relative to either the proposal presented or the issues as set forth in my Update, please advise and I will be happy to supplement the information in writing or, in the alternative, make an appearance before this Council to personally address any concerns.

I thank you for your consideration.

cc: Jennifer Levitt, City Administrator
Pete Koerner, Police Chief

EXHIBIT "A"

PROSECUTION CONTRACT SUMMARY **(Billable Time and Attorney's Fees Charged City)**

<u>Year</u>	<u>Total Annual Hours</u>	<u>Average Hours Per Month</u>	<u>Total Fees charged for Year</u>	<u>Actual Amount</u>	<u>Fees Written Off</u>
1990	1,110.95	92.58	85,868.00		
1991	1,329.40	93.30	93,022.50		
1992	1,460.20	121.68	93,331.00		
1993	1,276.15	106.35	90,777.92		
1994	1,272.50	106.04	92,938.50		
1995	1,361.35	113.45	99,401.25		
1996	1,304.35	108.70	97,909.97		
1997	1,347.80	112.30	94,346.00		
1998	1,512.50	126.05	Cap: 94,000.00		
1999	1,452.10	121.01	101,647.00		
2000	1,354.30	112.86	94,801.00		
2001	1,442.90	120.24	101,003.00		
2002	1,332.80	110.07	99,960.00		
(Hourly rate increased \$70 to \$75)					
2003	1,357.50	113.13	101,813.00		
2004	1,504.40	125.36	Cap: 108,500.00	(\$ 112,867.50)	(\$4,367.50)
2005	1,548.50	129.04	Cap: 123,200.00	(\$ 123,928.00)	(\$ 728.00)
(Hourly rate increased \$75 to \$80)					
2006	1,525.20	127.10	122,016.00	(Fee Cap was \$ 126,400)	
2007	1,569.20	130.77	125,545.00	(Fee Cap was \$ 131,200)	
2008	1,536.10	128.00	122,888.00	(Fee Cap was \$ 142,200)	
2009	1,464.50	122.04	117,160.00	(Fee Cap was \$ 144,600)	
2010	1,584.40	132.03	126,752.00	(Fee Cap was \$ 128,000)	
2011	1,488.50	124.04	126,522.50	(Fee Cap was \$ 139,400)	
(Hourly rate increased \$80 to \$85)					
2012	1,535.50	127.95	130,517.50	(Fee Cap was \$ 142,800)	
2013	1,572.80	131.06	133,688.00	(Fee Cap was \$ 139,400)	
2014	1,655.90	137.99	140,751.50	(Fee Cap was \$ 142,800)	
2015	1,749.40	145.78	Cap: 154,800.00	(\$ 157,446.00)	(\$ 2,646.00)
(Hourly rate increased \$85 to \$90)					
2016	1,626.60	135.55	146,394.00	(Fee Cap was \$ 158,400)	
2017	1,684.90	140.41	151,641.00	(Fee Cap was \$ 162,900)	
2018	1,674.20	139.51	150,678.00	(Fee Cap was \$ 167,400)	
(Hourly rate increased \$90 to \$95)					
2019	1,625.00	135.42	146,250.00	(Fee Cap was \$ 167,400)	
2020 (covid)	1,363.60	113.63	122,724.00	(Fee Cap was \$ 167,400)	
2021 (covid)	1,807.90	150.66	162,711.00	(Fee Cap was \$ 167,400)	
-----CURRENT CONTRACT-----					
2022	1,666.90	138.91	158,355.50	(2022 Fee Cap - \$ 176,700)	
				(2022 Amount under Cap = \$ 18,344.50)	
2023	1,658.70	138.23	157,576.50	(2020 Fee Cap - \$ 180,500)	
				(2023 Amount under Cap = \$ 22,923.50)	
2024	1,863.70+	155.31+	177,053.00+	(2024 Fee Cap - \$184,300)	
				(Predicted amount under 2024 Cap= \$ 7,247.00+)	

Notes:

- Bold emphasis reflects current contract information.

+ Estimated year end totals with Data through November, 2024.

FINE REVENUE PAID BY COURTS TO COTTAGE GROVE
(From 1990 to Present)

<u>Year</u>	<u>Court Fines City's share)</u>	<u>Costs of Prosecution</u>	<u>Combined Total Fines & Costs</u>
1990	\$ 131,960.00	\$	\$
1991	115,061.00		
1992	160,477.00		
1993	157,646.00		
1994	139,217.40		
1995	140,310.08		
1996	130,801.65		
1997	157,234.53	7,500.00	164,734.53
1998	146,181.60	11,100.00	157,281.60
1999	155,663.91	12,457.76	168,121.67
2000	133,093.73	20,185.00	153,278.73
2001	129,781.61	16,608.00	146,389.61
2002	134,218.74	20,780.49	154,999.23

-----DATA PROVIDED IN COMBINED FORM ONLY-----

2003			173,985.65
2004			194,013.05
2005			209,394.88
2006			220,687.18
2007			\$ 220,471.71

-----DATA WITH PROSECUTION COSTS BROKEN OUT-----

2008	173,094.85	47,202.75	\$ 220,297.60
2009	134,516.19	54,762.31	\$ 189,278.50
2010	130,566.99	69,692.34	\$ 200,259.33
2011	134,367.39	56,944.28	\$ 191,311.67
2012	112,403.11	48,648.75	\$ 161,051.86
2013	109,719.87	58,748.00	\$ 168,467.87
2014	109,043.33	42,157.50	\$ 151,200.83
2015	140,296.29	70,506.00	\$ 210,802.29
2016	135,771.76	57,458.00	\$ 193,229.76
2017	125,897.90	42,149.00	\$ 168,046.90
2018	111,192.99	34,327.50	\$ 145,520.49
2019	115,434.09	39,676.26	\$ 155,110.35
2020 (covid)	92,015.49	25,261.00	\$ 117,276.49
2021 (covid)	134,294.66	28,720.14	\$ 163,014.80

-----CURRENT CONTRACT DATA-----

2022	105,385.07	22,673.00	\$ 128,058.07
2023	129,244.63	17,383.00	\$ 146,627.63
2024	123,066.99+	26,818.90+	\$ 149,885.89+

+ Estimated year end totals with Data through November, 2024.

PROSECUTION CASE LOAD - BREAKDOWN BY TYPE OF HEARING

(From 1990 to Present)

<u>Year</u>	<u>Arraignment Cases: Court/Hearing Officer</u>	<u>Pre-trial Settings</u>	<u>Omnibus/Court Trials/Plea Hearings</u>	<u>Jury Calendar Settings</u>	<u>Sentencings/Probation Hearings/Expungements</u>
1990	---	560	147	107	---
1991	---	644	94	91	---
1992	---	816	136	113	---
1993	---	741	145	108	---
1994	---	779	158	129	---
1995	---	769	135	146	---
1996	296	734	66	95	--
1997	494	770	70	116	30
1998	383	932	86	154	59
1999	345	1,052	80	134	71
2000	466	1,068	78	78	31
2001	458	1,024	65	80	54
2002	462	1,053	50	130	103
2003	669	1,052	47	140	112
2004	878	1,322	64	110	143
2005	906	1,344	71	146	191
2006	1,033	1,480	67	120	183
2007	1,301/349* = 1,650	1,618	108	137	231
2008	807/634* = 1,441	1,112	149	58	240
2009	909/1,052* = 1,961	952	64	41	172
2010	841/1,049* = 1,890	937	71	43	193
2011	620/748* = 1,368	1,010	90	31	168
2012	532/619* = 1,151	1,044	104	66	125
2013	757/793* = 1,550	976	90	43	28
2014	917/616* = 1,533	816	111	58	24
2015	1,041/818* = 1,859	939	184	69	53
2016	920/716* = 1,636	907	180	53	47
2017	782/616* = 1,398	858	178	53	61
2018	764/468* = 1,232	961	150	51	47
2019	765/472* = 1,237	802	151	50	83
2020(covid)	404/494* = 898	479	106	31	74
2021(covid)	652/450* = 1,102	696	187	16	77

----- CURRENT CONTRACT DATA -----

2022	482/299* = 781	749	232	42	122
2023	429/225* = 654	537	259	19	119
2024	562/272* = 834+	596+	418+	26+	80+

Notes:

- * is the additional number of Cottage Grove arraignment cases seen by the Hearing Officer.
- + Estimated year end totals with Data through November, 2024.

PROSECUTION CASE LOAD - REQUESTS FOR CRIMINAL COMPLAINTS

(From 1990 to Present)

<u>Year</u>	<u>Formal Complaint Requests</u>	<u>Declined To Prosecute</u> (cases reviewed but not charged by Complaint)
1990	116	33
1991	282	55
1992	197	22
1993	255	21
1994	256	17
1995	121	22
1996	184	35
1997	167	9
1998	200	20
1999	206	13
2000	193	17
2001	198	18
2002	195	14
2003	153	9
2004	189	17
2005	220	13
2006	172	14
2007	158	7
2008	220	4
2009	175	5
2010	187	11
2011	153	5
2012	152	2
2013	172	1
2014	205	6
2015	197	3
2016	148	3
2017	174	5
2018	192	5
2019	152	6
2020	159	4
2021	221	10

----- CURRENT CONTRACT DATA -----

2022	120	13
2023	139	8
2024	214+	3+

Notes:

+ Estimated year end totals with Data through November, 2024.

EXHIBIT “B”

PROSECUTION SERVICES SUMMARY

-2022

-2023

-2024

MONTH	Criminal Prosecution Q11-2011			Housing Matters Q10-1015			MV Forfeitures Q03-1000			MONTHLY TOTALS (Prosecution & Housing Fees Only)
	Hours	Fees (*)	Costs (+)	Hours	Fees (*)	Costs (+)	Hours	Fees (✓)	Costs (+)	
January, 2022	132.50	12,587.50	----	----	----	----	5.00	475.00	----	12,587.50
February, 2022	158.90	15,095.50	----	----	----	----	2.00	190.00	----	15,095.50
March, 2022	133.50	12,682.50	780.00	----	----	----	0.00	0.00	----	12,682.50
April, 2022	132.70	12,606.50	----	----	----	----	1.00	95.00	----	12,606.50
May, 2022	158.10	15,019.50	----	----	----	----	0.00	0.00	----	15,019.50
June, 2022	127.50	12,112.50	----	----	----	----	0.00	0.00	----	12,112.50
TOTAL (1/2 year):	843.20	80,104.00	780.00	0.00	0.00	0.00	8.00	760.00	0.00	80,104.00
July, 2022	150.80	14,326.00	----	----	----	----	0.00	0.00	----	14,326.00
August, 2022	145.50	13,822.50	----	----	----	----	1.50	142.50	----	13,822.50
September, 2022	114.00	10,830.00	----	----	----	----	0.00	0.00	----	10,830.00
October, 2022	139.30	13,233.50	----	----	----	----	0.00	0.00	----	13,233.50
November, 2022	140.50	13,347.50	----	----	----	----	1.50	142.50	----	13,347.50
December, 2022	133.60	12,692.00	----	----	----	----	0.00	0.00	----	12,692.00
TOTAL (1/2 year):	823.70	78,251.50	0.00	0.00	0.00	0.00	3.00	285.00	0.00	78,251.50
TOTAL (YEAR):	1,666.90	158,355.50	780.00	0.00	0.00	0.00	11.00	1,045.00	0.00	158,355.50

* All fees are billed at the hourly rate of \$95.00 per hour per Contract;

✓ Represents fees billed directly to the City's DWI Forfeiture Fund.

+ Costs include service of subpoenas, obtaining records, certified mail & copy costs for Court complaints at the rate of \$.10 per copy;

2022 SUMMARY:

-2022 FEE CAP = \$ 176,700.00

-2022 TOTAL FEES PAID = \$ 158,355.50

(AMOUNT UNDER FEE CAP = \$ 18,344.50)

CITY OF COTTAGE GROVE
Client Summary - Prosecution Services
 (2nd year of 3-year Contract)

MONTH	Criminal Prosecution Q11-2011			Housing Matters Q10-2015			MV Forfeitures Q03-2000			MONTHLY TOTALS (Prosecution & Housing Fees Only)
	Hours	Fees (*)	Costs (+)	Hours	Fees (*)	Costs (+)	Hours	Fees (✓)	Costs (+)	
January, 2023	142.30	13,518.50	----	----	----	----	0.00	0.00	----	13,518.50
February, 2023	133.30	12,663.50	----	----	----	----	1.00	95.00	----	12,663.50
March, 2023	133.30	12,663.50	780.00	----	----	----	0.00	0.00	----	12,663.50
April, 2023	122.00	11,590.00	----	----	----	----	1.50	142.50	----	11,590.00
May, 2023	141.10	13,404.50	----	----	----	----	0.00	0.00	----	13,404.50
June, 2023	120.80	11,476.00	----	----	----	----	1.50	142.50	----	11,476.00
TOTAL (1/2 year):	792.80	75,316.00	780.00	0.00	0.00	0.00	4.00	380.00	0.00	75,316.00

July, 2023	160.60	15,257.00	----	----	----	----	0.00	0.00	----	15,257.00
August, 2023	139.90	13,290.50	----	----	----	----	1.00	95.00	----	13,290.50
September, 2023	130.00	12,350.00	----	----	----	----	0.00	0.00	----	12,350.00
October, 2023	156.50	14,867.50	----	----	----	----	0.00	0.00	----	14,867.50
November, 2023	148.50	14,107.50	----	----	----	----	0.00	0.00	----	14,107.50
December, 2023	130.40	12,388.00	----	----	----	----	0.00	0.00	----	12,388.00
TOTAL (1/2 year):	865.90	82,260.50	0.00	0.00	0.00	0.00	1.00	95.00	0.00	82,260.50
TOTAL (YEAR):	1,658.70	157,576.50	780.00	0.00	0.00	0.00	5.00	475.00	0.00	157,576.50

* All fees are billed at the hourly rate of \$95.00 per hour per Contract;
 ✓ Represents fees billed directly to the City's DWI Forfeiture Fund.
 + Costs include service of subpoenas, obtaining records, certified mail & copy costs for Court complaints at the rate of \$.10 per copy;

2023 SUMMARY:

-2023 FEE CAP = \$ 180,500.00
 -2023 TOTAL FEES PAID = \$ 157,576.50
(AMOUNT UNDER FEE CAP = \$ 22,923.50)

CITY OF COTTAGE GROVE
Client Summary - Prosecution Services
 (3rd year of 3-year Contract)

MONTH	Criminal Prosecution Q11-2011			Housing Matters Q10-1015			MV Forfeitures Q03-1000			MONTHLY TOTALS (Prosecution & Housing Fees Only)
	Hours	Fees (*)	Costs (+)	Hours	Fees (*)	Costs (+)	Hours	Fees (✓)	Costs (+)	
January, 2024	147.00	13,965.00	----	----	----	----	0.00	0.00	----	13,965.00
February, 2024	151.10	14,354.50	----	----	----	----	0.00	0.00	----	14,354.50
March, 2024	164.10	15,589.50	780.00	----	----	----	1.50	142.50	----	15,589.50
April, 2024	166.60	15,827.00	----	----	----	----	0.00	0.00	----	15,827.50
May, 2024	153.50	14,582.50	----	----	----	----	0.00	0.00	----	14,582.50
June, 2024	123.50	11,732.50	----	----	----	----	0.00	0.00	----	11,732.50
TOTAL (1/2 year):	905.80	86,051.00	780.00	0.00	0.00	0.00	1.50	142.50	0.00	86,051.50

July, 2024	146.60	13,927.00	----	----	----	----	4.00	380.00	----	13,927.00
August, 2024	178.00	16,910.00	85.00	----	----	----	0.00	0.00	----	16,910.00
September, 2024	129.00	12,255.00	----	----	----	----	0.00	0.00	----	12,255.00
October, 2024	174.00	16,530.00	----	----	----	----	0.00	0.00	----	16,530.00
November, 2024	175.00	16,625.00	----	----	----	----	0.00	0.00	----	16,625.00
December, 2024										
TOTAL (1/2 year):	802.60	76,247.00	85.00	0.00	0.00	0.00	4.00	380.00	0.00	76,247.00
TOTAL (YEAR):	1,708.40	162,298.00	865.00	0.00	0.00	0.00	5.50	522.50	0.00	162,298.50

* All fees are billed at the hourly rate of \$95.00 per hour per Contract;
 ✓ Represents fees billed directly to the City's DWI Forfeiture Fund.
 + Costs include service of subpoenas, obtaining records, certified mail & copy costs for Court complaints at the rate of \$.10 per copy;

2024 SUMMARY:

-2024 FEE CAP = \$ 184,300.00

-2024 TOTAL FEES PAID = \$ _____

EXHIBIT "C"

DWI FORFEITURE SUMMARY

(1997 to Present)

- Total DWI forfeiture fee's collected by City.
- Number of DWI forfeiture files opened by City Attorney.
(Does not include DWI forfeiture files opened by County Attorney.)
- Money paid out of forfeiture fund for Attorney's Fees to City Attorney.

<u>Year</u>	<u>DWI Forfeiture Fee's Collected</u>	<u>Files Opened</u>	<u>Attorney Fees Paid</u>
1997	Without data	4	\$ 462.00
1998	Without data	26	3,178.00
1999	\$ 18,287.00	21	5,621.00
2000	5,378.57	17	4,718.00
2001	8,529.72	19	7,903.00
2002	16,711.80	26	5,895.00
2003	14,476.44	24	6,802.50
2004	15,742.29	22	5,317.50
2005	14,204.38	33	7,664.00
2006	33,855.40	29	14,616.00
2007	19,979.60	21	10,160.00
2008	29,076.35	33	10,736.00
2009	38,335.98	27	9,656.00
2010	24,139.02	28	10,264.00
2011	45,281.15	26	8,313.00
2012	29,573.00	25	9,324.50
2013	15,699.00	11	5,601.50
2014	3,890.00	16	4,003.50
2015	11,333.00	22	8,991.00
2016	35,693.00	24	8,244.00
2017	9,846.00	18	7,434.00
2018	17,640.00	18	5,688.00
2019	18,675.00	12	3,762.00
2020	12,445.00	15	4,680.00
2021	24,061.00	29	7,920.00

----- CURRENT CONTRACT DATA -----

2022	13,609.00	1	1,045.00
2023	5,080.00	2	475.00
2024	\$ 719.00+	2+	\$ 522.50+

(+Actual numbers through November, 2024)

EXHIBIT "D"

PROSECUTION SERVICES PROPOSAL BEGINNING JANUARY 1, 2025

Proposed Prosecution Services Contract:

- Hourly Rate increases for 2025 from \$95.00 per hour to \$100.00 per hour;
- Hourly Rate remains the same for 2026 and 2027 = \$100.00 per hour;
- Predicted Annual Hours for Contract;
- Predicted Average Monthly Hours for Prosecution;
- Annual fee cap by year;
- Actual fees paid by the City by year.

<u>Year</u>	<u>Actual Annual Hours Billed</u>	<u>Actual Monthly Hours</u>	<u>Annual (Fee Cap)</u>	<u>Actual Fees Paid by City</u>
----- PRIOR CONTRACT 2019 - 2021 -----				
2019	1,625.00	135	(\$167,400)	\$146,250.00
	- Hourly rate at \$90 per hour.			
	- Actual amount <u>under</u> Fee Cap for 2019 - \$ 21,150.00			
2020	1,363.60	114	(\$167,400)	\$122,724.00
	- Hourly rate at \$90 per hour.			
	- Actual amount <u>under</u> Fee Cap for 2020 - \$ 44,676.00			
2021	1,807.90	151	(\$167,400)	\$162,711.00
	- Hourly rate at \$90 per hour.			
	- Actual amount <u>under</u> Fee Cap for 2021 - \$ 4,689.00			
----- CURRENT CONTRACT 2022 - 2024 -----				
2022	1,666.90	139	(\$176,700)	\$158,355.50
	- Hourly rate at \$95 per hour.			
	- Actual amount <u>under</u> Fee Cap for 2022 - \$ 18,344.50			
2023	1,658.70	138	(\$180,500)	\$157,576.50
	- Hourly rate at \$95 per hour.			
	- Actual amount <u>under</u> Fee Cap for 2023 - \$ 22,923.50			
2024	1,864.00+	155+	(\$184,300)	\$177,053.00+
	- Hourly rate at \$95 per hour.			
	- Estimate fees will be <u>UNDER</u> Fee Cap for 2024 - Amount under \$ 7,247.00+			
	+Extrapolated from hours and fees billed through November, 2024.			

<u>Year</u>	<u>Predicted Annual Hours</u>	<u>Increase in Annual Hours</u>	<u>Predicted Monthly Hours</u>	<u>Fee Cap</u>	<u>Actual Fees</u>
-------------	---------------------------------------	---	--	----------------	------------------------

----- **PROPOSED CONTRACT FOR 2025 - 2027** -----

2025	1,900	0	158	\$190,000	
	- Hourly rate increased from \$95 per hour to \$100 per hour.				
	- 2.2% <u>decrease</u> in Fee Cap hours (same cap hours as 2023 Contract Year)				
2026	1,940	40	162	\$194,000	
	- Hourly rate = remains at \$100 per hour.				
	- 2.1% increase in Fee Cap hours (40 hours more than in 2025)				
2027	1,980	40	165	\$198,000	
	- Hourly rate = remains at \$100 per hour.				
	- 2.1% increase in Fee Cap hours (40 hours more than in 2026)				

LEGAL SERVICES AGREEMENT

This agreement, made this ____ day of _____, _____, by and between the City of Cottage Grove, hereinafter referred to as "City," first party and the law firm of F. Joseph Taylor, P.A., hereinafter referred to as "Taylor," second party.

A. City has selected Taylor to serve as the law firm providing criminal prosecution services to the City based upon a formal proposal submitted by Taylor dated December 11, 2024.

B. City and Taylor desire to embody, in this written agreement, their understanding on such matters as the scope of services and the fee arrangement.

Therefore, it is hereby agreed between the parties as follows:

1. **SERVICES:** Taylor will prosecute all petty misdemeanor, misdemeanor and gross misdemeanor offenses together with any ordinance violations occurring within the geographical boundaries of the City. Taylor will provide the following prosecution services:

- a) **Advising.** Review of all investigatory reports; consultations with police and City officials throughout the work week, evenings and weekends; advising police and the other City departments on appropriate action or follow-up to be taken in cases submitted for review.
- b) **Charging.** Drafting complaints for statutory and ordinance violations (petty misdemeanor, misdemeanor and gross misdemeanor offenses); if probable cause exists, drafting appropriate e-charging documents and arranging to have a criminal complaint presented to a Judge of the Washington County District Court for review and signing; arranging to have the defendant appear in response to appropriate process.
- c) **Arraignments.** Appearing at all arraignments for the City in Washington County District Court (petty misdemeanor, misdemeanor and gross misdemeanor offenses).
- d) **Court Trials.** Representing the City at trials for petty misdemeanor and certain misdemeanors in Washington County District Court; assembling the case file; notifying and/or subpoenaing all necessary witnesses; obtaining all necessary documentation (certified driving records, prior conviction records, insurance records, etc.); meeting with and interviewing witnesses; presenting the City's case; and attending any subsequent proceedings (sentencing, probation review and/or revocation hearings, restitution hearings, etc...).

- e) Pretrial Conferences. Representing the City at pretrial conferences (misdemeanor and gross misdemeanor) held in Washington County District Court; preparing the case file; obtaining all necessary documentation (certified driving records, certified conviction records, etc.); notifying and/or subpoenaing any necessary witnesses; contacting victims pursuant to the Victim's Rights Act (to solicit input on case disposition, restitution, etc.); making and responding to pretrial motions; and appearing for the City at the pretrial hearing.
- f) Omnibus Hearings. Representing the City at omnibus hearings and/or evidentiary hearings held in Washington County District Court; preparing a case file; obtaining all necessary documentation (certified driving records, certified conviction records, etc.); notifying and/or subpoenaing any necessary witnesses, contacting victims pursuant to the Victims Rights Act; and appearing for the City at omnibus/evidentiary hearings.
- g) Jury Trials. Representing the City in jury trials in Washington County District Court (misdemeanor and gross misdemeanor offenses); being available throughout the week should any case be called for trial; preparing the case file; notifying and/or subpoenaing witnesses; obtaining all necessary documents; responding to pretrial and evidentiary motions and presenting the City's case to the jury.
- h) Sentencing. Representing the City at sentencings (petty misdemeanors, misdemeanors and gross misdemeanor offenses); presenting information pursuant to the Victim's Rights Act; supplying the Court with all necessary information (prior record, restitution claims, etc.); and arguing the City's case at sentencing.
- i) Revocation Hearings. Representing the City at revocation hearings (petty misdemeanors, misdemeanors and gross misdemeanors); preparing the case file; notifying and/or subpoenaing necessary witnesses; and arguing the City's case at the hearing.
- j) Ordinance Enforcement. Prosecuting all ordinance violations; working closely with the various City departments to enforce all City ordinances; advising the City as requested or required on all ordinance developments and changes; consulting as necessary with the civil City Attorney on ordinance development and interpretation.
- k) Appeals. Appeals from District Court are to the Minnesota Court of Appeals and then a discretionary appeal to the Minnesota Supreme Court. Appeals are rarely taken by the defense in non-felony matters and almost never pursued by the prosecution. Appeals are not covered by this agreement, and may only be initiated with the express

permission of the Director of Public Safety and/or the City Administrator.

- l) Officer Training. Informing, advising and training the Cottage Grove Police Officers and other City personnel on legislative changes, case law developments and court room procedures including testifying.
- m) Civil Forfeiture. Consulting with police and other City personnel on forfeiture issues including case updates, preparing all necessary pleadings in the forfeiture action as well as appearing on behalf of the City at any hearings relating to the civil action.
- n) Detainer Requests. Responding on behalf of the City to any requests for detainer filed with the Court; prepare any necessary documents relating to transport and appear in response to the appropriate process.
- o) Reports. Maintaining all statistical data relating to prosecution activities and providing updates to Council and staff as requested.

2. FEES.

- a) Hourly Rate/Fee Limitation in 2025, 2026 and 2027. The City agrees to compensate Taylor at the rate of One Hundred Dollars (\$100.00) per hour for all prosecution services described in paragraph one (1), with a limitation that the annual compensation shall not exceed the sum of One Hundred Ninety Thousand Dollars and 00/100 (\$190,000.00) in 2025; the sum of One Hundred Ninety Four Thousand Dollars and 00/100 (\$194,000.00) in 2026; and the sum of One Hundred Ninety Eight Thousand Dollars and 00/100 (\$198,000.00) in 2027.
- b) Forfeiture Fund. The City has an established DWI forfeiture fund that is being administered pursuant to Minn. Stat. §169A.63, Subd. 10. The proceeds from these funds are to be used exclusively for DWI related enforcement, training and education. Further, said Statute requires thirty percent (30%) of the money or proceeds collected to be forwarded to Taylor as the prosecuting authority. Taylor has agreed that, upon receipt of any proceeds from the City's forfeiture fund, the City will receive a credit against any previous billing for time spent on DWI forfeiture matters as set forth in Paragraph One (1)(m). As directed by State Statute, any proceeds forwarded from the City's forfeiture fund are specifically excluded from the computation of the annual compensation limitations set forth in Paragraph Two (2)(a) above.
- c) Additional Services. No criminal prosecution services or other legal services in addition to those described in paragraph one (1) shall be

undertaken by or expected of Taylor without the express request and authorization of the City and without a prior agreement between the City and Taylor as to compensation for any such additional services.

3. **COSTS.** Taylor shall also be separately reimbursed for any costs and disbursements which Taylor incurs in connection with providing any of the services described in paragraph one (1) of this agreement. Reimbursable costs and disbursements shall include out-of-pocket expenses such as the key fob and annual service fees charged by the Minnesota Bureau of Criminal Apprehension for access to its e-charging network, service of process fees, filing fees, transcript fees, photocopying, etc., for documents and materials required to be served and/or filed with the Court. Any costs and disbursements will be itemized on the monthly billing statement. The costs and disbursements do not include expenses for secretarial or word processing services nor general office supplies.

4. **MONTHLY BILLINGS.** A fee statement will be submitted by Taylor to the City for legal services and shall include costs and disbursements. This fee statement shall be submitted to the City Council on a monthly basis. The fee statement shall be in sufficient detail to adequately inform the City concerning the tasks performed, the time spent on each such task, the nature and extent of the costs and disbursements. The fee statements shall also show the total time spent and the fees charged.

5. **CONFLICTS OF INTEREST.** Taylor agrees that it will not undertake the representation of any person or other entity during its appointment as Prosecuting Attorney in instances where such representation may create a potential conflict of interest, unless:

- a) Taylor reasonably believes the representation will not adversely affect its relationship with the City; and
- b) The City and such other person or entity have consented after consultation.

6. **PROFESSIONAL LIABILITY INSURANCE.** Taylor shall maintain, during the term of this contract, professional liability insurance ensuring payment of damage for legal liability arising out of the performance of professional services for the City, in the insured's capacity as an attorney, in an amount of at least Five Hundred Thousand Dollars (\$500,000.00) with an insurance company in good standing and authorized to do business in the State of Minnesota.

7. **TERM OF AGREEMENT.** This agreement shall be from January 1, 2025, through the last day of December, 2027, and being renewed thereafter upon mutual agreement by the parties. Either party may terminate this agreement upon ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

F. JOSEPH TAYLOR, P.A.

CITY OF COTTAGE GROVE

By: _____
F. Joseph Taylor, President

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk



City Council Action Request

7.S.

Meeting Date	12/18/2024						
Department	Community Development						
Agenda Category	Action Item						
Title	Amended Purchase Agreement - Roers Companies						
Staff Recommendation	Adopt Resolution 2024-190 approving the first amendment to the purchase agreement between the City of Cottage Grove and Roers Cottage Grove Apartments LLC extending the closing date for Outlots A, C, and D of Frattalone's Southpoint Ridge plat to June 30, 2025.						
Budget Implication	N/A						
Attachments	<table><tr><td>1.</td><td>Roers Purchase Agreement Amendment CC Memo</td></tr><tr><td>2.</td><td>Roers Purchase Agreement Amendment Resolution</td></tr><tr><td>3.</td><td>Roers Purchase Agreement First Amendment to PA</td></tr></table>	1.	Roers Purchase Agreement Amendment CC Memo	2.	Roers Purchase Agreement Amendment Resolution	3.	Roers Purchase Agreement First Amendment to PA
1.	Roers Purchase Agreement Amendment CC Memo						
2.	Roers Purchase Agreement Amendment Resolution						
3.	Roers Purchase Agreement First Amendment to PA						

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

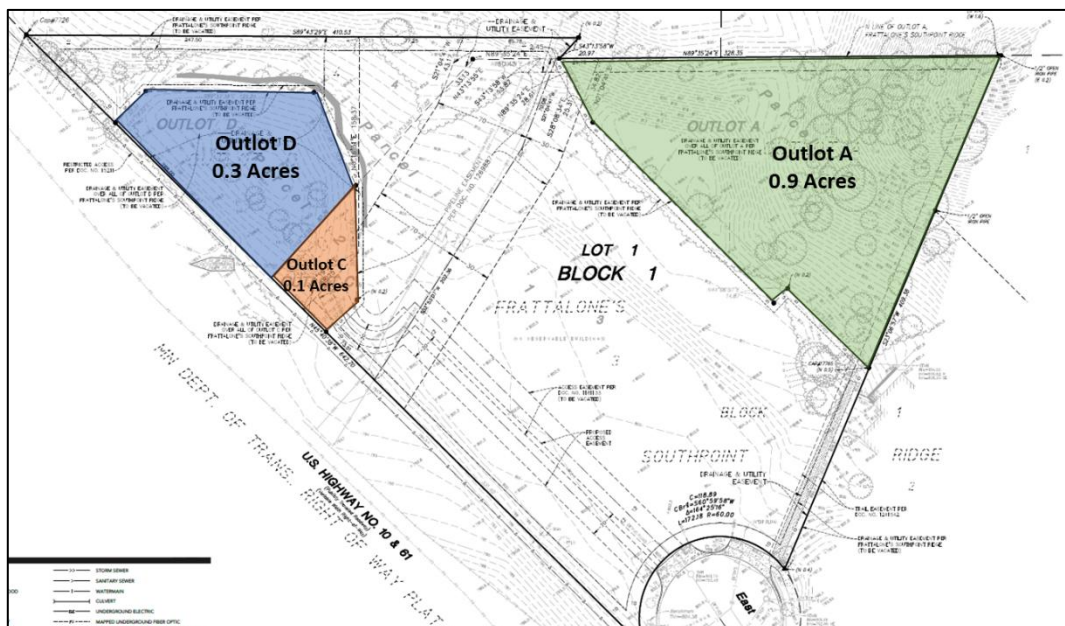
FROM: Emily Schmitz, Community Development Director

DATE: December 12, 2024

RE: Amended Purchase Agreement – Roers Companies

Background

The City Council approved a purchase agreement with Roers Companies for Outlots A, C, and D of Frattalone's Southpoint Ridge plat on January 17, 2024 (Resolution 2024-005). The purchase agreement contained a provision that the closing of the purchase and sale shall occur by December 31, 2024.



Due to the time required for site plan revisions and amended site plan review, Roers Companies have requested an extension of the closing date to June 30, 2025.

Recommendation

The City Council is recommended to adopt Resolution 2024-190 approving the first amendment to the purchase agreement between the City of Cottage Grove and Roers Cottage Grove Apartments LLC extending the closing date for Outlots A, C, and D of Frattalone's Southpoint Ridge plat to June 30, 2025.

Attachment:
First Amendment to Purchase Agreement

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-190

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO PURCHASE
AGREEMENT BY AND BETWEEN THE CITY OF COTTAGE GROVE AND ROERS
COTTAGE GROVE APARTMENTS LLC**

WHEREAS, on January 17, 2024, by and through Resolution No. 2024-005, the City of Cottage Grove ("City") approved the sale of the property legally described in Exhibit A of the Purchase Agreement to Roers Cottage Grove Apartments LLC, a Delaware limited liability company ("Roers"); and

WHEREAS, also on January 17, 2024, by and through Resolution No. 2024-005, after a public hearing, the City approved the Purchase Agreement and authorized the appropriate officials to take such action as to effectuate its execution and implementation; and

WHEREAS, Roers requested an extension of the Closing Date to June 30, 2025; and

WHEREAS, the City agrees to the extension.

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

The First Amendment to Purchase Agreement by and between City and Roers is hereby approved, subject to minor modification as approved by the City Attorney, and the appropriate officials are authorized to take such action as to effectuate its execution and implementation.

Adopted this 18th day of December, 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, its City Clerk

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this “First Amendment”) 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 and Buyer entered into a Purchase Agreement dated January 17, 2024, (“Purchase Agreement”), for the Property described on Exhibit A to the Purchase Agreement.

Recital No. 2. Buyer has requested an extension of the Closing Date to June 30, 2025.

Recital No. 3. City does not object to the extension of the Closing Date.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this First Amendment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. The entire Purchase Agreement is hereby incorporated into the First Amendment, except as modified below.
2. Section 6 of the Purchase Agreement shall be removed and replaced in its entirety as follows:
 6. **Closing.** The closing of the purchase and sale contemplated by this Agreement (the “Closing”) shall occur on or before June 30, 2025, 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.
3. Except as provided for above, the terms and provisions of the Purchase Agreement shall remain in full force and effect.
4. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment, or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
5. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Developer or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

6. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
7. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

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

CITY:
CITY OF COTTAGE GROVE

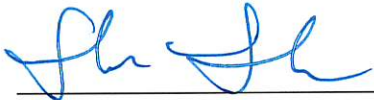
By _____
Myron Bailey
Its Mayor

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: Shane LaFave
Its: Vice President of Development



City Council Action Request

7.T.

Meeting Date 12/18/2024

Department Public Works

Agenda Category Action Item

Title County 19A/100th Street Realignment – RAISE Grant Application

Staff Recommendation Adopt Resolution 2024-184 supporting the City’s RAISE grant application for the County 19A/100th Street Realignment Project.

Budget Implication A local cost share of \$5,855,000 is required, which is covered in the \$10,500,000 in local costs shown in the City and County's Capital Improvement Plans.

Attachments

1.	Adopt RAISE Grant Resolution Memo 2024-12-10
2.	2025 RAISE _ Cottage Grove Resolution



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

From: Ryan Burfeind, Public Works Director

Date: December 10, 2024

Re: County 19A/100th Street Realignment – RAISE Grant Application

Background

In 2019, Washington County began a planning study related to a future arterial roadway to be developed in the southwestern area of the County, within the City of Cottage Grove. The primary driver of this study was to address the lack of arterial roadways in this area of the County. The County worked with several partners on this project including Cottage Grove, St. Paul Park, Grey Cloud Island Township, and the South Washington Watershed District. In April of 2021, the final study was approved by the City Council.

Since that time, this southern area of Cottage Grove has seen a rapid acceleration of both industrial and residential development. Due to this, the City and County are working to implement the first phase of the Southwest Arterial Study. This will involve the realignment of County 19A and 100th Street to provide a direct connection from Highway 61 into the Business Park. This project would also include the construction of a bridge over the CP Railroad, which is critical to allow for unhindered access for logistics and distribution businesses.

Discussion

Preliminary design work has been completed for this project. While the City and County are planning to start final design and right-of-way acquisition in 2025, construction costs are not fully funded at this point. To date, the City and County have received \$13.667 million in grant funding. The City and County are working to obtain additional funding through multiple sources including Federal grants and State Bonding. Along those lines, Cottage Grove is leading the effort to submit a Federal RAISE grant. This is a very comprehensive and competitive grant, which is due January 30, 2025.

As part of the application, a resolution from the City Council is required. A very detailed cost estimate is also needed as part of the grant process. Based on the preferred design alternative that has been selected, the total project cost shown in the grant is \$46,885,000 million. The City will be requesting a grant amount of \$23,434,000. A local cost share of \$5,855,000 is required, which is covered in the \$10,500,000 in local costs shown in the City and County's respective Capital Improvement Plans. The City and County are also working cooperatively on a 2025 State Bonding request, as an alternative to fill the funding gap for the project.

Recommendation

It is recommended that the City Council adopt Resolution 2024-184 supporting the City's RAISE grant application for the County 19A/100th Street Realignment Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-184

**RESOLUTION AUTHORIZING THE CITY TO APPLY FOR THE REBUILDING
AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE)
GRANT**

WHEREAS, the City of Cottage Grove is seeing incredible growth and modernization; and

WHEREAS, with such rapid growth, it has been a challenge for the City to replace aging infrastructure, address increasing traffic congestion, and improve safety all while encouraging a robust period of diverse population growth and job growth; and

WHEREAS, a 2019 study conducted by Washington County (the “Study”) documented a lack of roadways specifically serving an area of growing industrial and residential development near Jamaica Avenue and Trunk Highway 61, a pivotal intersection for the community and region; and

WHEREAS, the Study recommended the solution to congestion and safety concerns is the construction of a new arterial roadway that would also require the realignment of the existing 100th Street and County Road 19A, the intersection reconstruction of County Road 19A and Trunk Highway 61 and the construction of a railroad bridge to provide a grade-separated crossing over Canadian Pacific’s rail line (hereinafter referred to as the “Southwest Arterial Project”); and

WHEREAS, the Southwest Arterial Project will serve as the main transportation route to Trunk Highway 61 from this growing area of the community, will greatly reduce congestion, increase capacity, relieve stress at the Jamaica Avenue and Highway 61 interchange and also provide a much-needed additional access point to the City’s Industrial Park; and

WHEREAS, there has been unprecedented new growth in the City’s Industrial Park, including the new NorthPoint Development, a 3.4 million square foot industrial park that will bring 1,800 jobs to the community, and by Renewal by Anderson which completed a 330,000 square foot expansion, and two additional distribution center projects totaling 366,000 square feet; and

WHEREAS, the residential development in this same area is also seeing the extraordinary growth of several potential development projects by 2025 that will total nearly 1,000 additional residential units and include a variety of housing stock and affordability tiers with single-family lots, smaller lots for active adults, townhomes and apartments; and

WHEREAS, the Southwest Arterial Project is both locally and regionally significant as it is directly improving the access to the main thoroughfare of Trunk Highway 61 that

connects the City of Cottage Grove northerly to the Twin Cities Metro Area as well as to Southeastern Minnesota and Western Wisconsin; and

WHEREAS, this critical corridor is essential to the mobility of the City's workforce, supply chain industries, and future bus transit investments; and

WHEREAS, by reducing traffic congestion and increasing safety, the Southwest Arterial Project will have a substantial and immediate impact by providing efficiencies in mobility, accessibility and connectivity to travelers, residents, workforce, and industries; and

WHEREAS, the Southwest Arterial Project is an innovative project in collaboration with other governmental agencies who all seek to increase workforce development opportunities, create community connectivity, and remove barriers to opportunity; and

WHEREAS, there are significant funding obstacles to design, construct and realize the Southwest Arterial Project, which has an estimated total project cost of \$46,885,000; and

WHEREAS, the Metropolitan Council recognized the regional significance of the Southwest Arterial by awarding in \$7,000,000 in PROTECT Program formula funding; and

WHEREAS, based on the estimated total project cost and the maximum \$23,434,000 grant award, the City must provide a 20% match in the amount of \$5,858,500; and

WHEREAS, the RAISE Grant, which seeks to provide funding for projects of universal design and accessibility for travelers, increase mobility, and remove barriers to economic opportunity is a perfect match for the Southwest Arterial Project's purposes and goals by meeting the transportation needs of growing and diverse community and expansion of the City's industrial mobility-related businesses; and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, in partnership with County of Washington, State of Minnesota, that the City is hereby authorized to apply for and execute the necessary documents for the RAISE Grant application to request funding for the Southwest Arterial Project; and

Be it further resolved that if so awarded, the City will honor the local contribution requirements and any unforeseen contingencies to meet the full funding needs for the Southwest Arterial Project, and the City will honor the program requirements of meeting a funding agreement by September 30, 2029 and full expenditure of funds by September 30, 2034.

Passed this 18th day of December 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.U.

Meeting Date 12/18/2024

Department Public Works

Agenda Category Action Item

Title Cottage Grove 2025 Standard Specifications for Street & Utility Construction and 2025 Standard Detail Plates

Staff Recommendation Approve the Cottage Grove 2025 Standard Specifications for Street & Utility Construction and 2025 Standard Detail Plates.

Budget Implication N/A

Attachments

1.	2025 Standard Specs & Detail Plates CC memo
2.	2025 Standard Detail Plates
3.	2025 Standard Specifications



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

From: Joe Fox, PE, Project Engineer

Date: December 11, 2024

Re: Cottage Grove 2025 Standard Specifications for Street & Utility Construction and
2025 Standard Detail Plates

Background

The documentation for every city construction project and all private commercial and residential development projects includes standard specifications and detail plates. These documents lay out the city's construction and contracting requirements and help ensure uniformity in the design and construction of public and private projects. The standard specifications and standard detail plates have been updated annually since 2020.

Discussion

Standard Specifications

Prior to the development of the standard specifications in 2018, separate specification documents were created by the city's design consultant for each public infrastructure project. For residential development, where infrastructure is designed and constructed privately, extensive city plan review was required. Due to the length and complexity of each project specification document, a large amount of coordination and review was required prior to 2018 to ensure private residential project specifications met city standards. This resulted in additional costs to developers and additional time to design a development. The standard specification document simplifies this process by giving a developer's engineer a preapproved specification to utilize. This simplifies the plan approval process for developers, city staff, and consultant engineers.

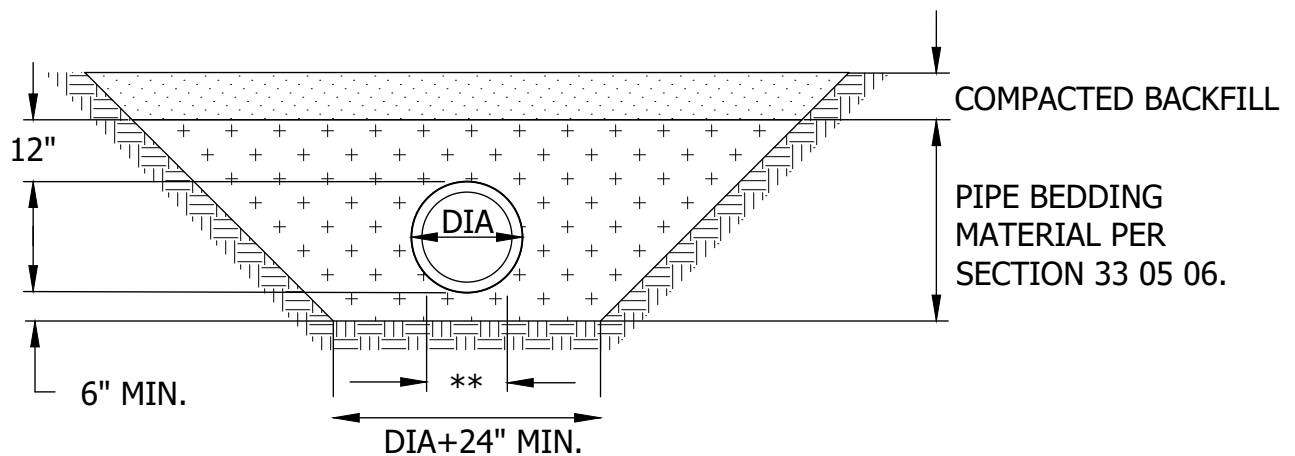
Recently city staff with the help of our engineering consultants updated the standard specifications again to remain in conformance with applicable industry standards and MnDOT Standard Specifications as we embark on the 2025 construction season. A handful of minor changes were made based on items that have been identified through the past construction season. Additionally, with recent challenges surrounding costs and quality of concrete storm sewer pipe, staff reviewed other options extensively throughout 2024. The proposed city specifications allow the use of plastic pipe for public storm sewer systems with some exceptions.

Standard Detail Plates

Historically, the city has maintained a book of standard detail plates, which are used in construction plans to detail typical construction requirements. A few examples are the city standard bituminous street section; catch basin with sump; and construction requirements related to various city utilities. The city standard detail plates have been updated to be consistent with the revisions to the standard specification document and are enclosed for approval.

Recommendation

It is recommended that the City Council approve the Cottage Grove 2025 Standard Specifications for Street & Utility Construction and 2025 Standard Detail Plates.



DIA = OUTSIDE DIAMETER OF PIPE

** = BEDDING DIA/3 WIDE.
LOOSELY PLACED /
UNCOMPACTED MATERIAL.

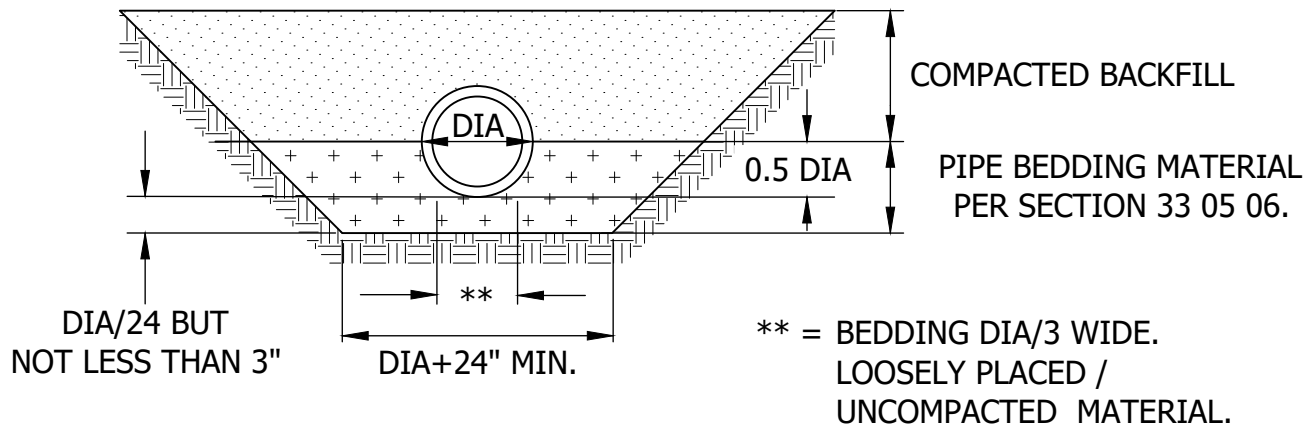
PVC AND POLYPROPYLENE PIPE FOUNDATION & BEDDING
IN GOOD SOILS



STANDARD DETAILS
PIPE FOUNDATION & BEDDING METHOD FOR
PVC & POLYPROPYLENE PIPE
COTTAGE GROVE, MINNESOTA

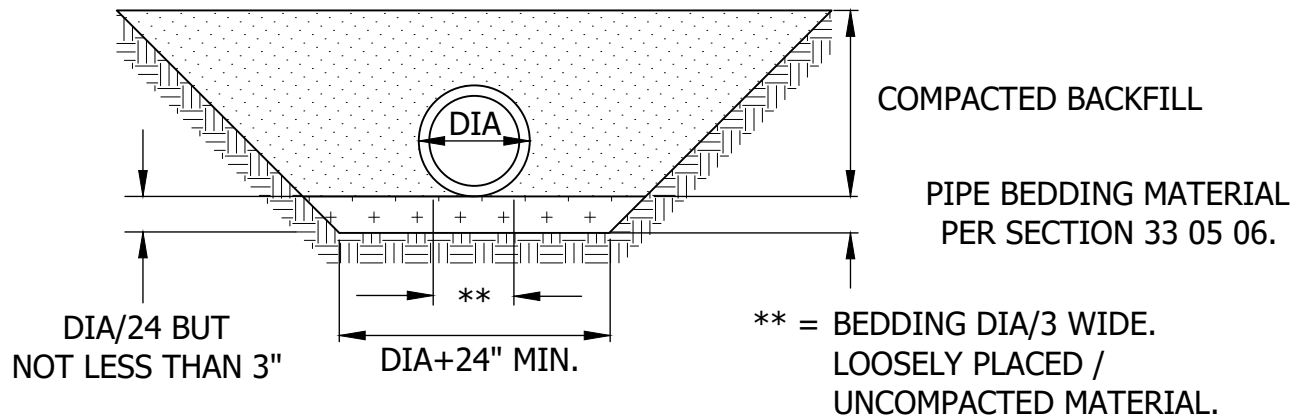
JANUARY 2025

PLATE NO.
BED-1



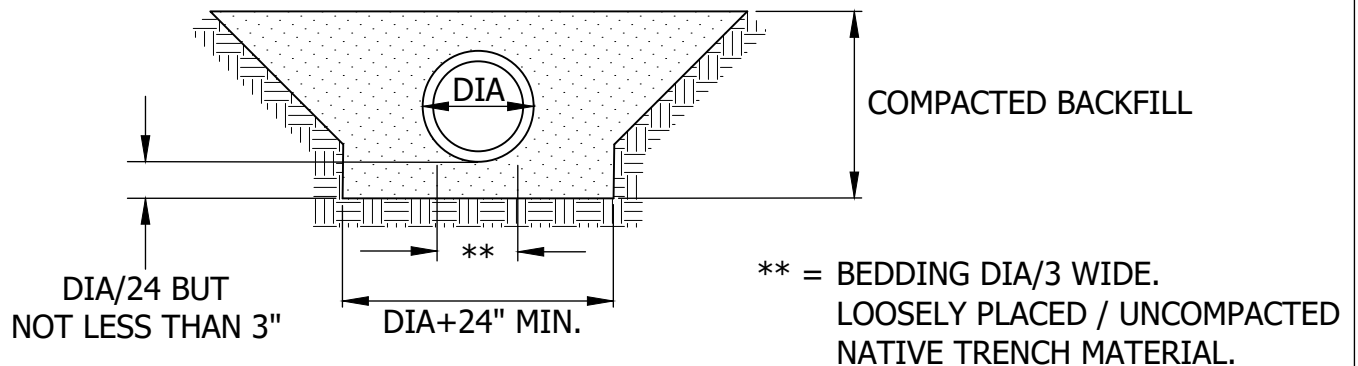
INSTALLATION TYPE 1

DIA = OUTSIDE DIAMETER OF PIPE



INSTALLATION TYPE 2

DIA = OUTSIDE DIAMETER OF PIPE



INSTALLATION TYPE 3

DIA = OUTSIDE DIAMETER OF PIPE



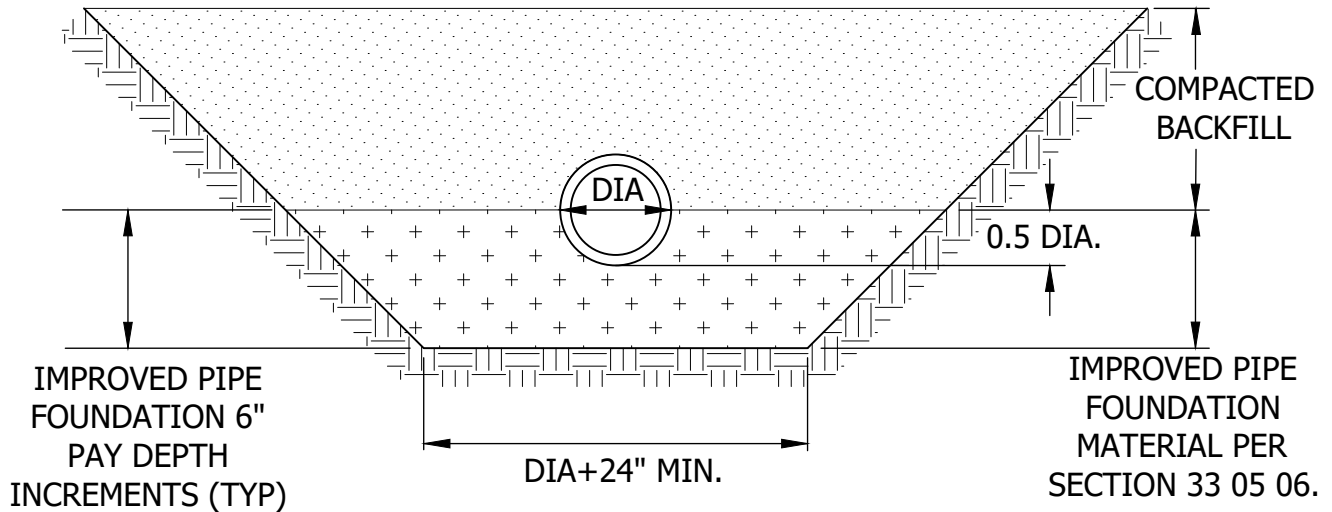
STANDARD DETAILS

PIPE FOUNDATION & BEDDING
METHODS FOR RCP & DIP

COTTAGE GROVE, MINNESOTA

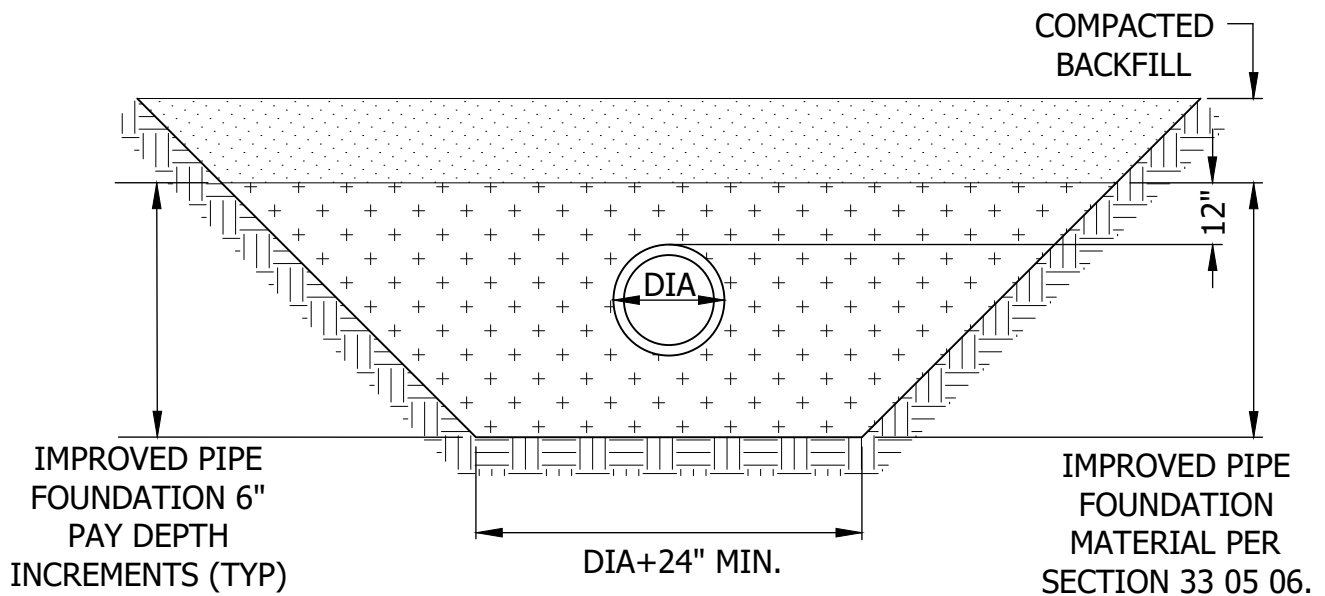
JANUARY 2025

PLATE NO.
BED-2



DIA = OUTSIDE DIAMETER OF PIPE

RCP & DIP PIPE



DIA = OUTSIDE DIAMETER OF PIPE

PVC & POLYPROPYLENE PIPE

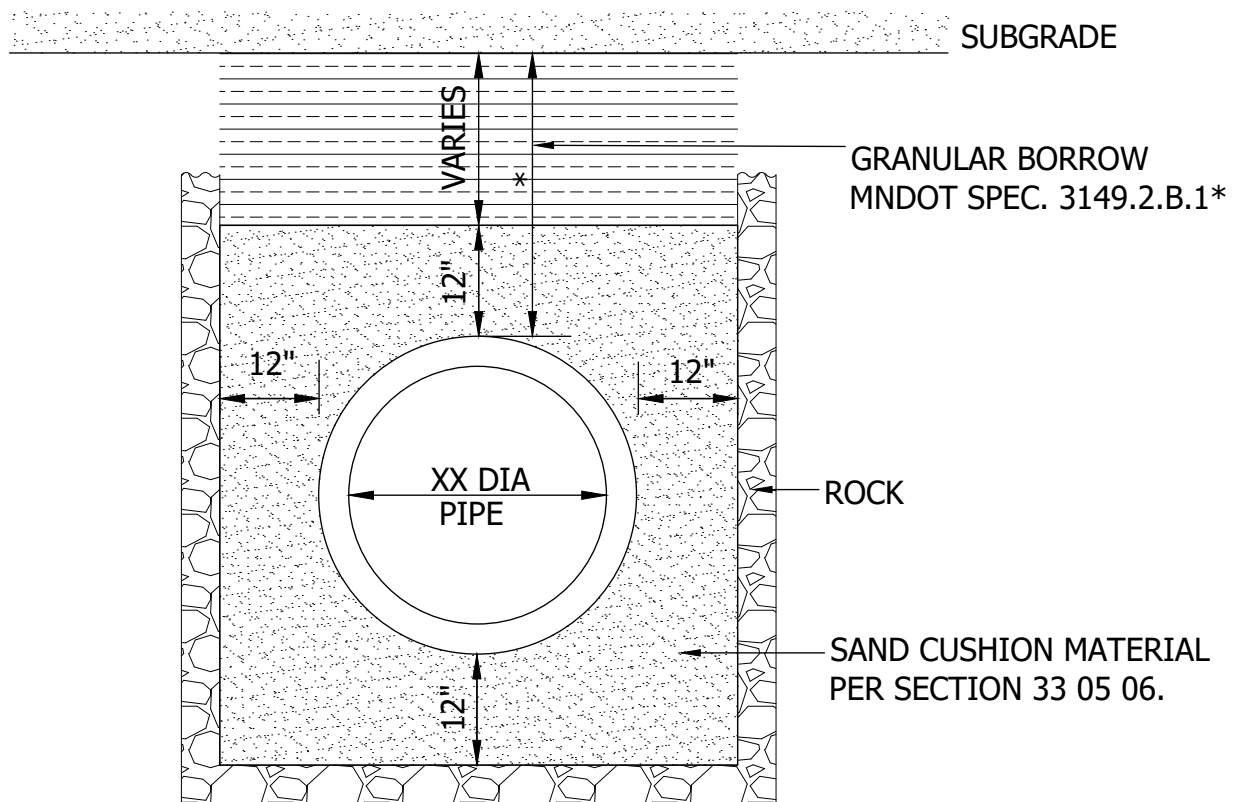


STANDARD DETAILS
IMPROVED FOUNDATION FOR RCP, DIP,
PVC, POLYPROPYLENE PIPE TRENCH
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
BED-3

* USE GRANULAR BORROW WHEN TOP OF PIPE IS WITHIN 3 FEET OF SUBGRADE. IF GREATER THAN 3 FEET, USE SUITABLE EXISTING ONSITE BACKFILL.



STEEL FENCE POST (T-POST),
MINIMUM 5' LONG,
6' MAXIMUM SPACING.

ATTACH FABRIC TO POSTS
WITH MINIMUM 4
FASTENERS PER POST IN
TOP 8" OF FABRIC.

GEOTEXTILE FABRIC

POST NOTCHES
TO FACE AWAY
FROM FABRIC.

MACHINE SLICE
8"-12" DEPTH (PLUS 6" FLAP)
TRENCH MUST BE COMPACTED BY
LIGHT EQUIPMENT PRIOR TO
PLACEMENT OF STEEL POSTS.

DIRECTION OF SURFACE FLOW

24" MINIMUM
POST EMBEDMENT

NOTE:
HEAVY-DUTY SILT FENCE INSTALLATION METHODS SHOULD BE USED
WHEN DIRECTED BY THE CITY.



STANDARD DETAILS
MACHINE SLICED SILT FENCE

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
ERO-1

STEEL FENCE POST (T-POST),
MINIMUM 5' LONG,
6' MAXIMUM SPACING.

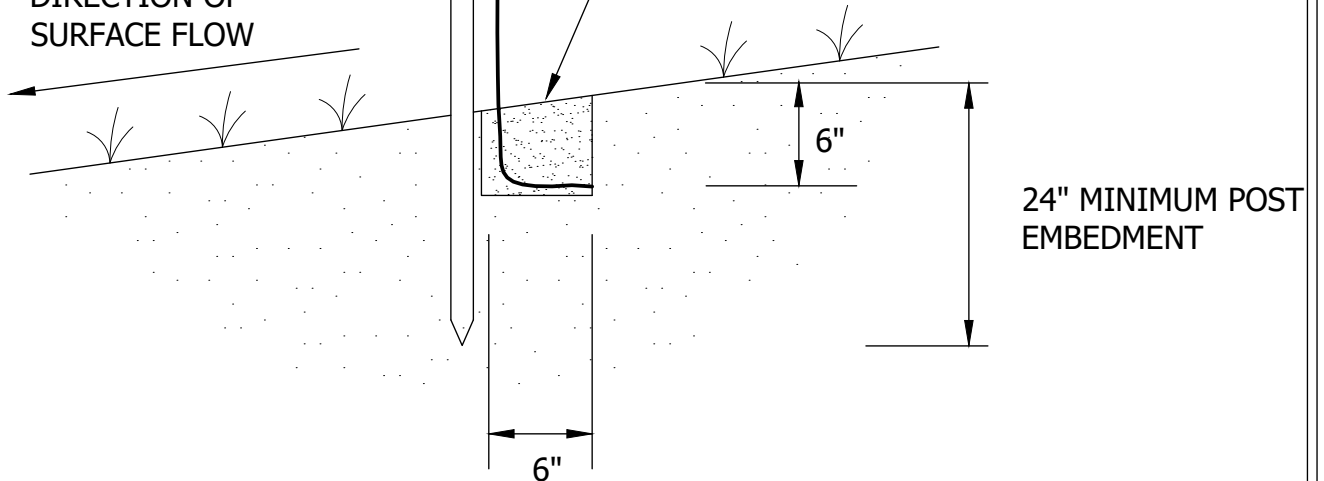
GEOTEXTILE FABRIC

ATTACH FABRIC TO POST WITH
MINIMUM 3 FASTENERS PER
POST IN TOP 8" OF FABRIC.

POST NOTCHES
TO FACE AWAY
FROM FABRIC.

LAY FABRIC IN THE TRENCH,
BACKFILL WITH NATURAL
SOIL, AND COMPACT WITH
LIGHT EQUIPMENT PRIOR TO
PLACEMENT OF THE POSTS.

DIRECTION OF
SURFACE FLOW



STANDARD DETAILS
HAND INSTALLED SILT FENCE

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
ERO-2

STEEL FENCE POST (T-POST),
MINIMUM 5' LONG,
6' MAXIMUM SPACING.

POST NOTCHES
TO FACE AWAY
FROM FABRIC.

ATTACH FABRIC TO
POST WITH MINIMUM
3 FASTENERS PER
POST IN TOP 8" OF
FABRIC.

WIRE MESH REINFORCEMENT,
STD. FIELD FENCE, MIN 30" HIGH,
MAX MESH SPACING 6" AND
MIN 14.5 GAUGE WIRE.

GEOTEXTILE FABRIC - OVERLAP
TOP 6" OF FABRIC AND FASTEN TO
WIRE MESH AT 2' INTERVALS
WITH RINGS OR WIRE TIES.

ATTACH WIRE MESH TO
POSTS WITH MINIMUM 3
U-SHAPED WIRE
FASTENERS PER POST.

LAY FABRIC/WIRE MESH IN
THE TRENCH, BACKFILL WITH
NATURAL SOIL, AND COMPACT
PRIOR TO PLACEMENT OF THE
POSTS.

DIRECTION OF
SURFACE FLOW

EXTEND WIRE MESH
INTO TRENCH

24" MINIMUM
POST EMBEDMENT

NOTE: MACHINE SLICED HEAVY DUTY SILT FENCE
SHOULD BE USED WHEN DIRECTED BY THE CITY.



STANDARD DETAILS
HEAVY DUTY SILT FENCE

COTTAGE GROVE, MINNESOTA

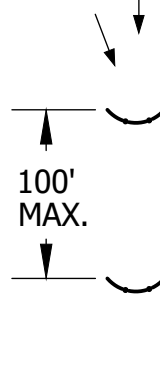
JANUARY 2025

PLATE NO.
ERO-3

PLAN VIEW

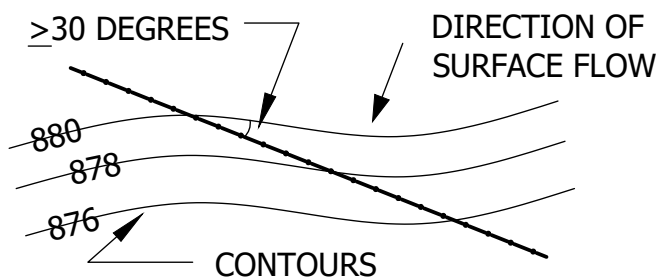
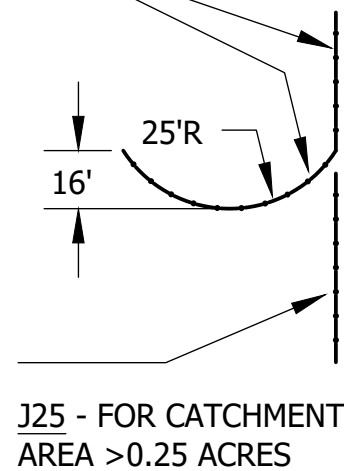
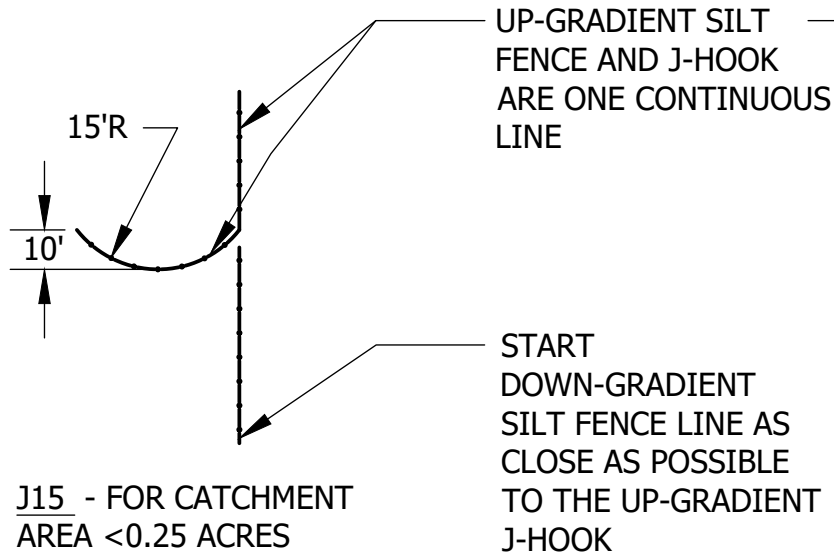
I. SPACING REQUIREMENTS

DIRECTION OF
SURFACE FLOW



NOTE: SPACING DISTANCES
WILL VARY, BUT ARE NOT
TO EXCEED 100 FEET PER
0.25 ACRE OF DRAINAGE.

II. SIZING REQUIREMENTS: J15, J25



NOTE: J-HOOKS SHALL BE
USED WHEN THE SILT
FENCE IS INSTALLED AT AN
ANGLE OF 30 DEGREES OR
GREATER FROM PARALLEL
TO THE CONTOURS.



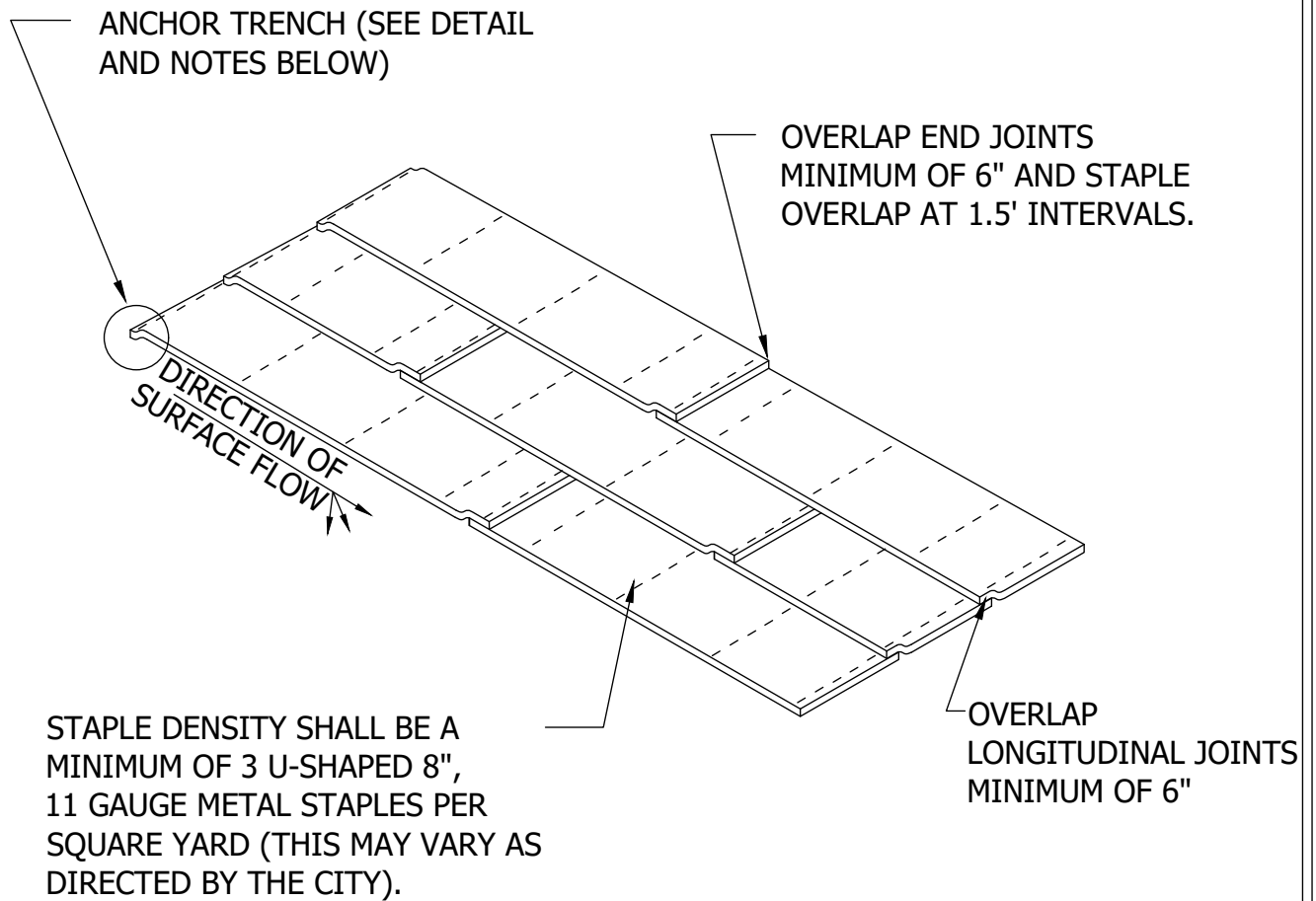
STANDARD DETAILS

J-HOOK SILT FENCE

COTTAGE GROVE, MINNESOTA

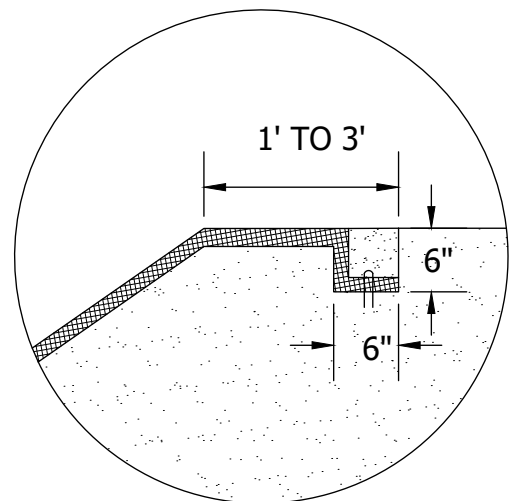
JANUARY 2025

PLATE NO.
ERO-4



ANCHOR TRENCH

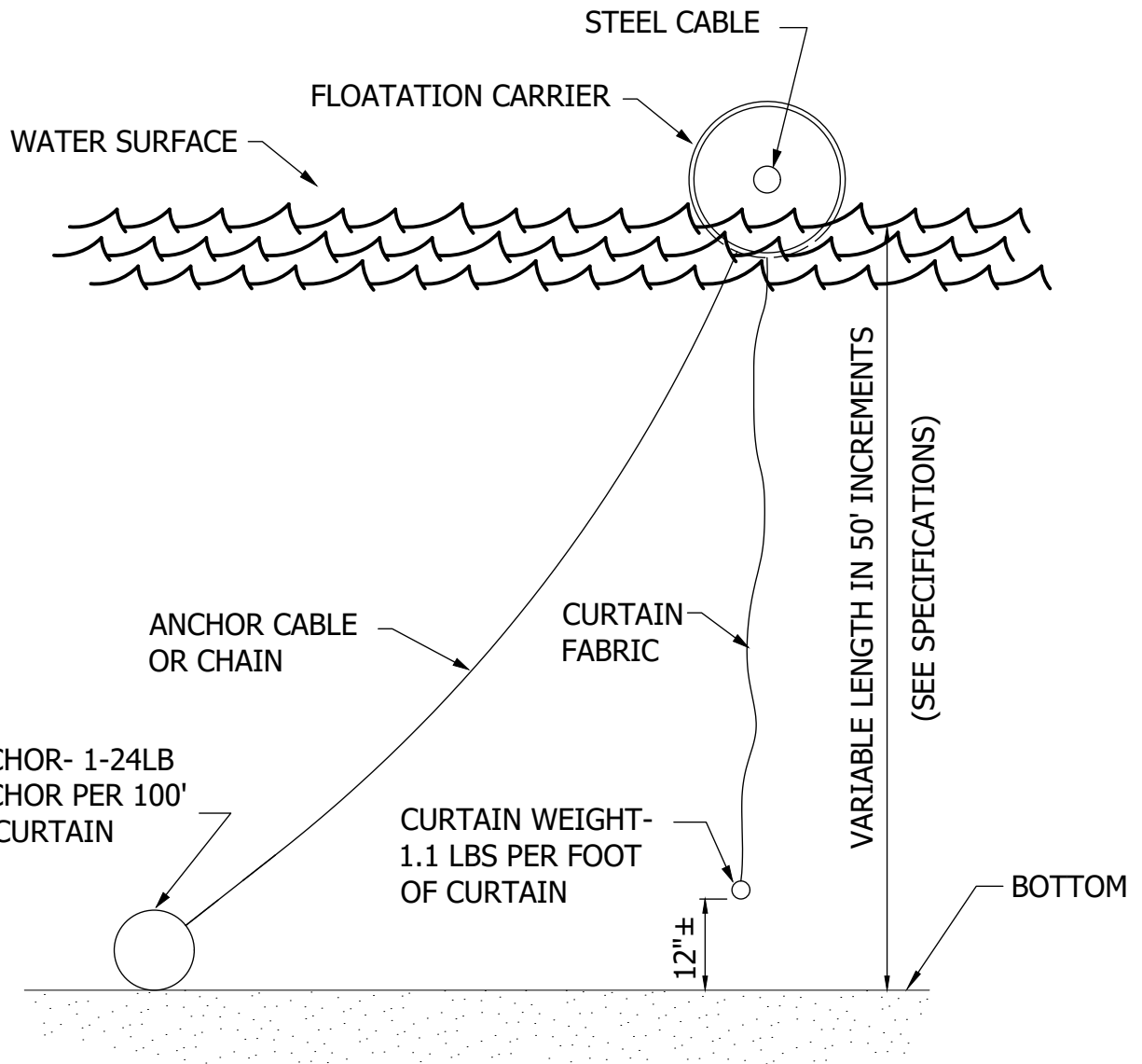
1. DIG 6" X 6" TRENCH
2. LAY BLANKET IN TRENCH
3. STAPLE AT 1.5' INTERVALS
4. BACKFILL WITH NATURAL SOIL AND COMPACT
5. BLANKET LENGTH SHALL NOT EXCEED 100'
WITHOUT AN ANCHOR TRENCH



STANDARD DETAILS ROLLED EROSION PREVENTION PRODUCTS INSTALLATION COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
ERO-5



NOTE: DOUBLE SILT CURTAINS SHOULD BE SPACED 10' APART.



STANDARD DETAILS
FLOATING SILT CURTAIN

COTTAGE GROVE, MINNESOTA

JANUARY 2025

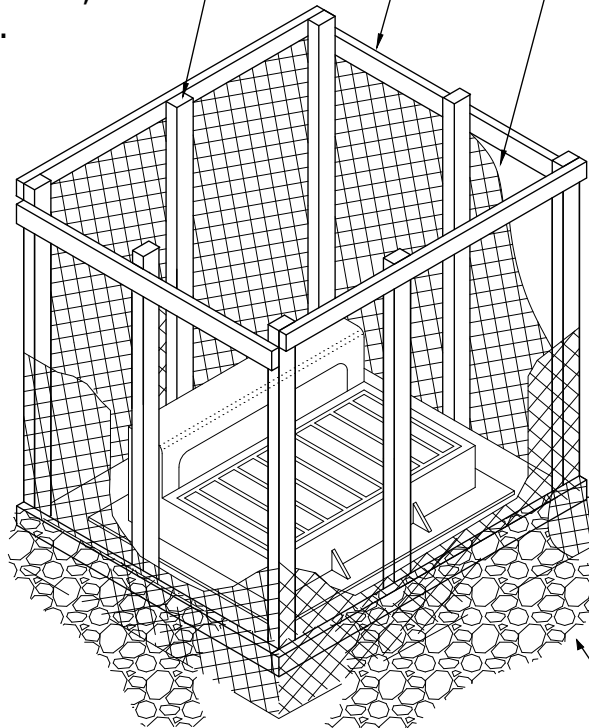
PLATE NO.
ERO-6

WOODEN LATH SHALL BE
NAILED SECURELY TO THE
POST MEMBER TO SECURE
FILTER FABRIC.

2" X 4" X 2.5' LONG
WOOD POSTS,
8 REQ'D.

2" X 4" HORIZONTAL
MEMBERS CONTINUOUS
AROUND TOP AND BOTTOM.
FASTENED TO EACH POST
USING 2-20D COMMON NAILS

GEOTEXTILE FABRIC



2'-6"

8-10" FABRIC FLAP EXTENDING
BEYOND BOTTOM 2X4 -
BURY UNDER ROCK TO
PREVENT UNDERWASHING

1 1/2" WASHED ROCK
1' DEEP X 1' WIDE

NOTES:

CONTRACTOR SHALL CONSTRUCT SILT BOX TO FIT
AROUND THE INLET STRUCTURE WITH 6" MINIMUM
CLEARANCE TO EDGES OF STRUCTURE. SILT BOX
TO BE PLACED ON AN EVEN SURFACE 6" BELOW
STRUCTURE OPENING. TOP OF SILT BOX TO
EXTEND 18" MINIMUM ABOVE EXISTING GRADE.



STANDARD DETAILS

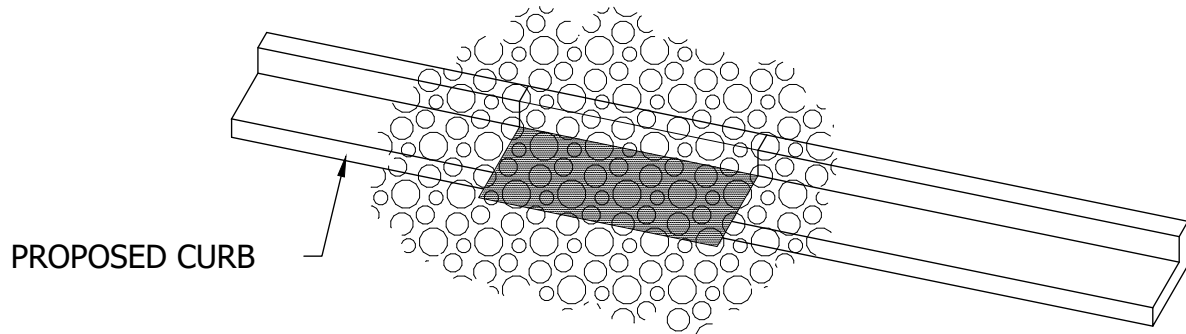
INLET PROTECTION SILT BOX
FOR CATCH BASIN

COTTAGE GROVE, MINNESOTA

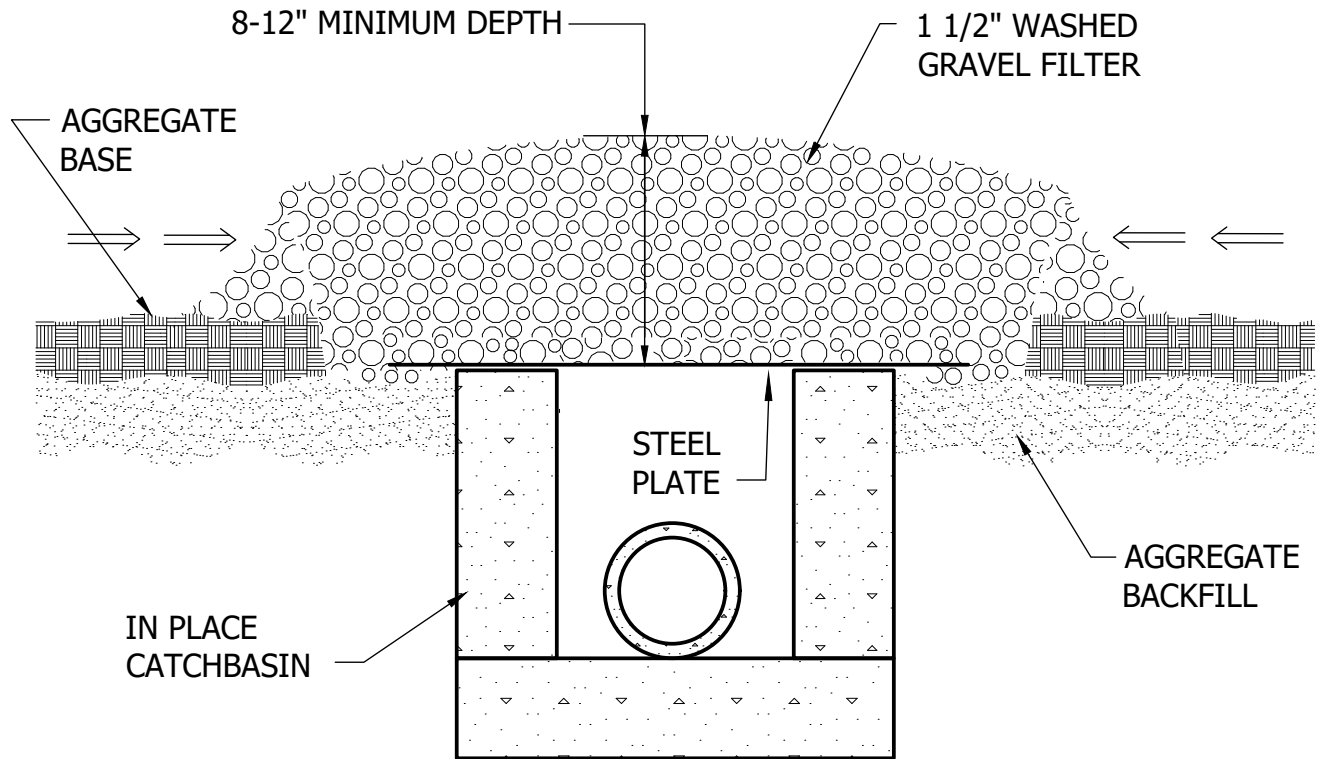
JANUARY 2025

PLATE NO.
ERO-7

PLAN



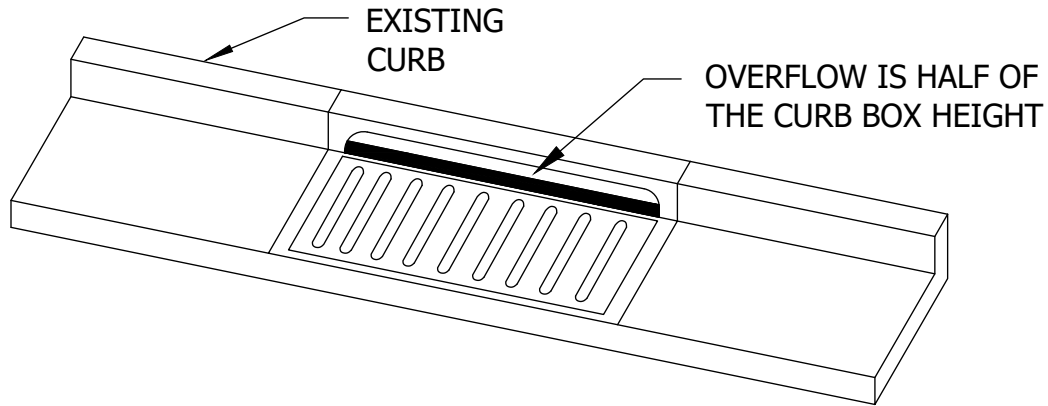
← ← = DIRECTION OF SURFACE FLOW



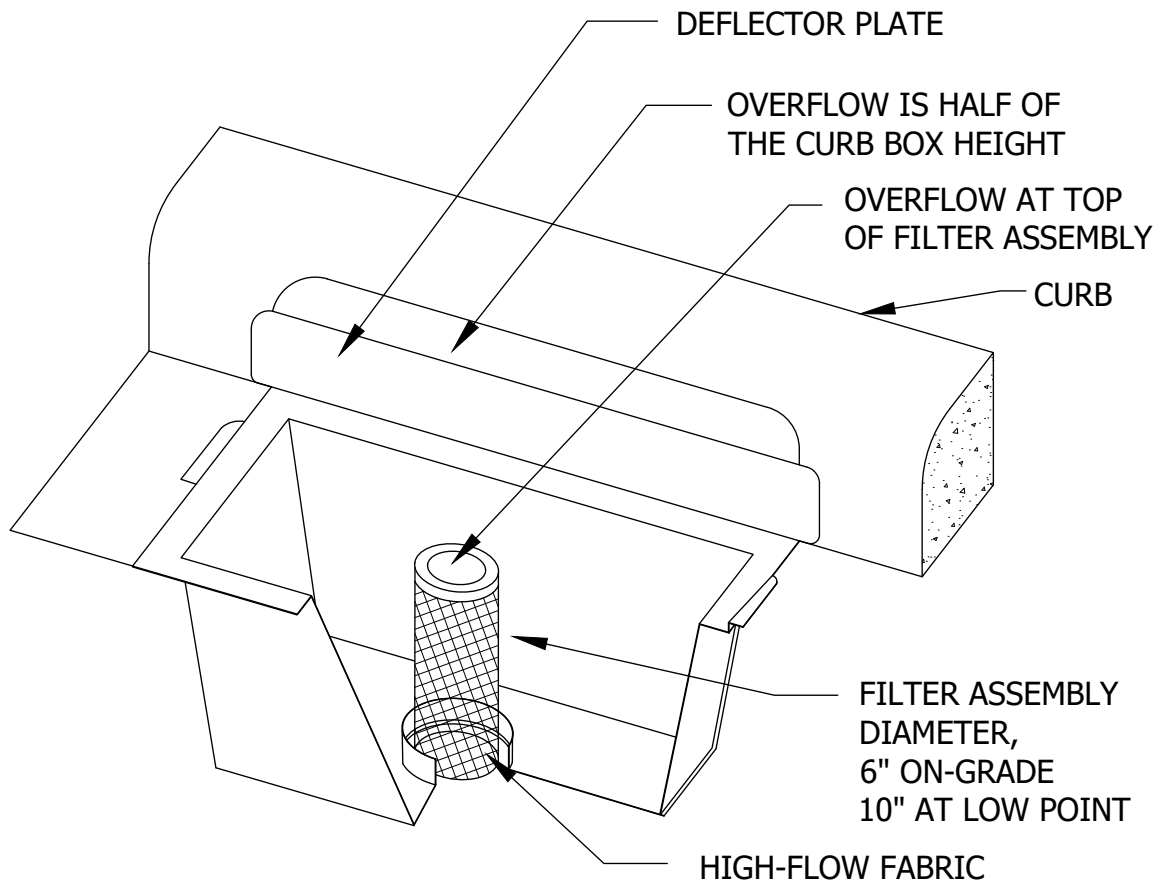
STANDARD DETAILS
INLET PROTECTION ROCK
FILTER FOR CATCH BASIN
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
ERO-8



NOTE: USE WIMCO ROAD DRAIN CG-23 OR CG-3290-VB (DEPENDING ON CASTING TYPE) HIGH FLOW INLET PROTECTION CURB AND GUTTER MODELS, OR CITY APPROVED EQUAL.



STANDARD DETAILS
INLET PROTECTION CATCH
BASIN INSERT
COTTAGE GROVE, MINNESOTA

JANUARY 2025

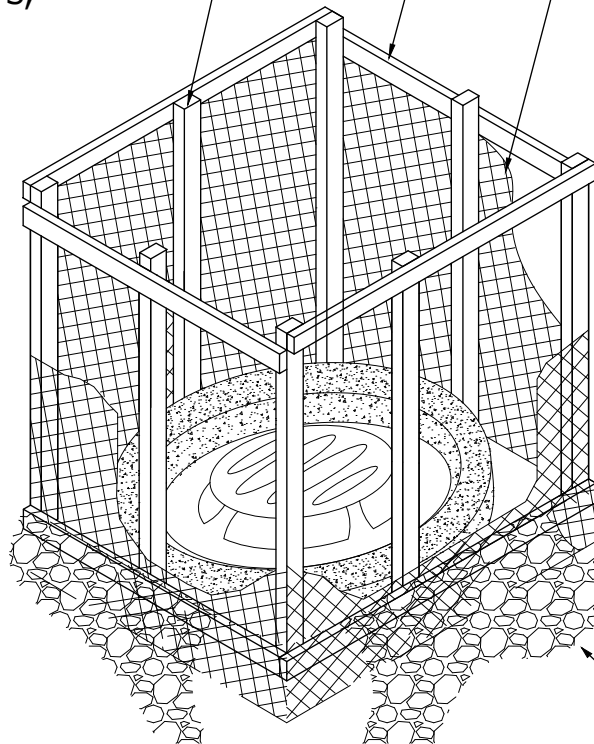
PLATE NO.
ERO-9

WOODEN LATH SHALL BE
NAILED SECURELY TO THE
POST MEMBER TO SECURE
FILTER FABRIC.

2" X 4" X 2.5' LONG
WOOD POSTS,
8 REQ'D.

2" X 4" HORIZONTAL
MEMBERS CONTINUOUS
AROUND TOP AND BOTTOM.
FASTENED TO EACH POST
USING 2-20D COMMON NAILS

GEOTEXTILE FABRIC



2'-6"

8-10" FABRIC FLAP EXTENDING
BEYOND BOTTOM 2X4 -
BURY UNDER ROCK TO
PREVENT UNDERWASHING

1 1/2" WASHED ROCK
1' DEEP X 1' WIDE

NOTES:

CONTRACTOR SHALL CONSTRUCT SILT BOX TO FIT
AROUND THE INLET STRUCTURE WITH 6" MINIMUM
CLEARANCE TO EDGES OF STRUCTURE. SILT BOX
TO BE PLACED ON AN EVEN SURFACE 6" BELOW
STRUCTURE OPENING. TOP OF SILT BOX TO
EXTEND 18" MINIMUM ABOVE EXISTING GRADE.



STANDARD DETAILS

INLET PROTECTION SILT BOX
FOR BEEHIVE CASTING

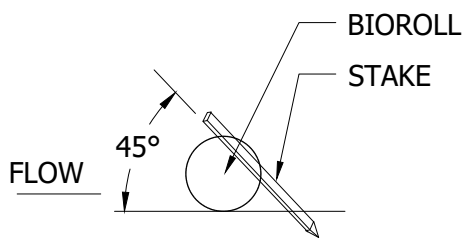
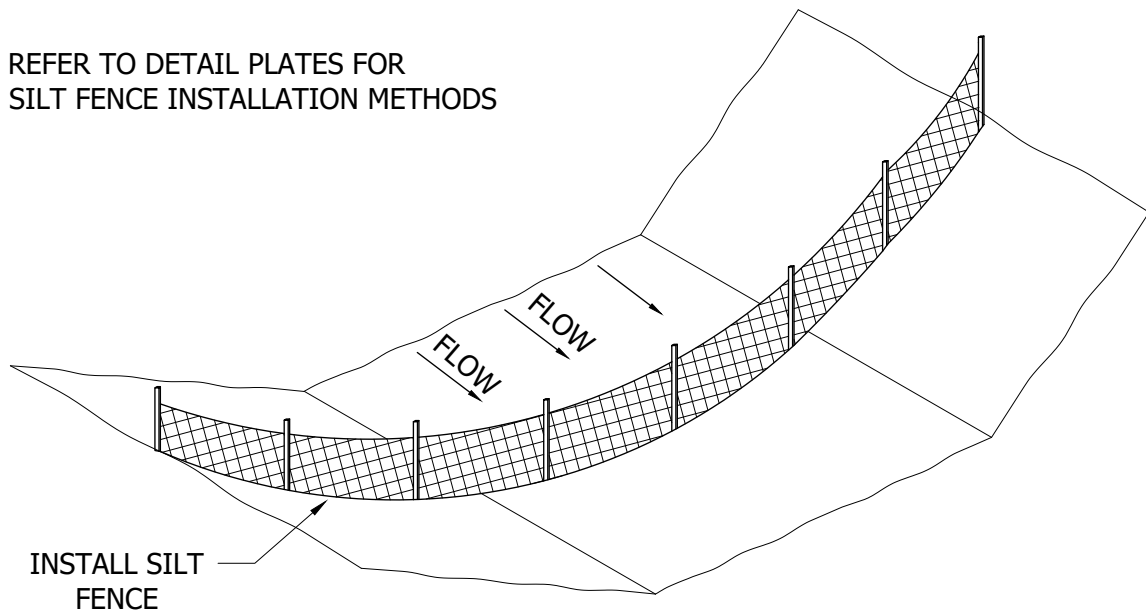
COTTAGE GROVE, MINNESOTA

JANUARY 2025

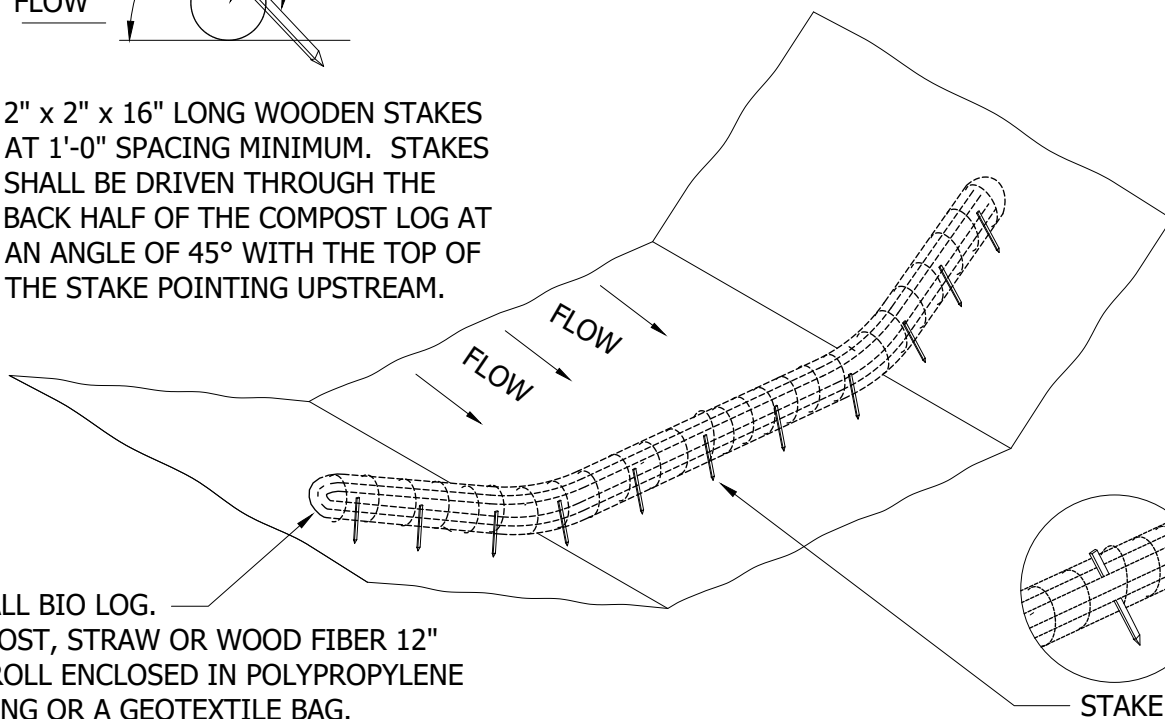
PLATE NO.

ERO-10

REFER TO DETAIL PLATES FOR
SILT FENCE INSTALLATION METHODS



2" x 2" x 16" LONG WOODEN STAKES
AT 1'-0" SPACING MINIMUM. STAKES
SHALL BE DRIVEN THROUGH THE
BACK HALF OF THE COMPOST LOG AT
AN ANGLE OF 45° WITH THE TOP OF
THE STAKE POINTING UPSTREAM.



INSTALL BIO LOG.
COMPOST, STRAW OR WOOD FIBER 12"
DIA. ROLL ENCLOSED IN POLYPROPYLENE
NETTING OR A GEOTEXTILE BAG.

STAKE



STANDARD DETAILS

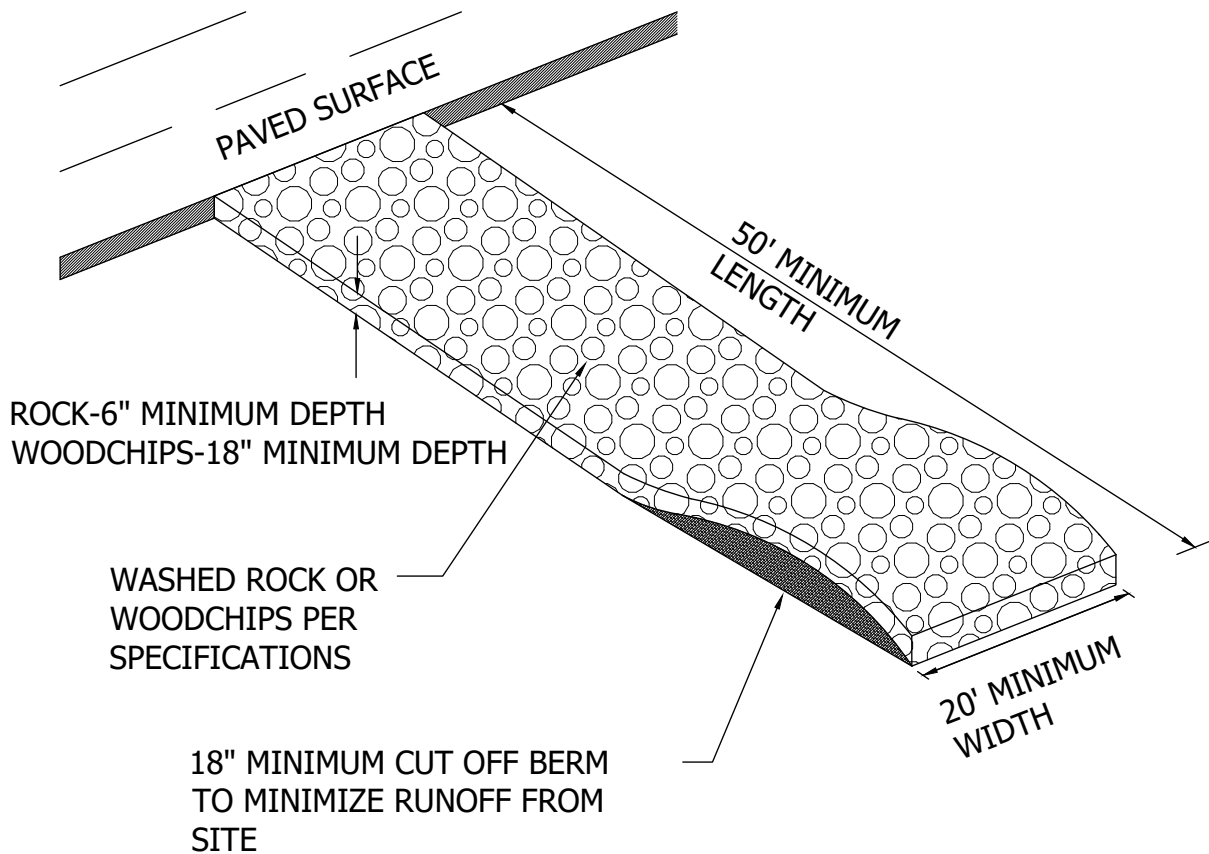
FILTER BERMS

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.

ERO-11



NOTES:

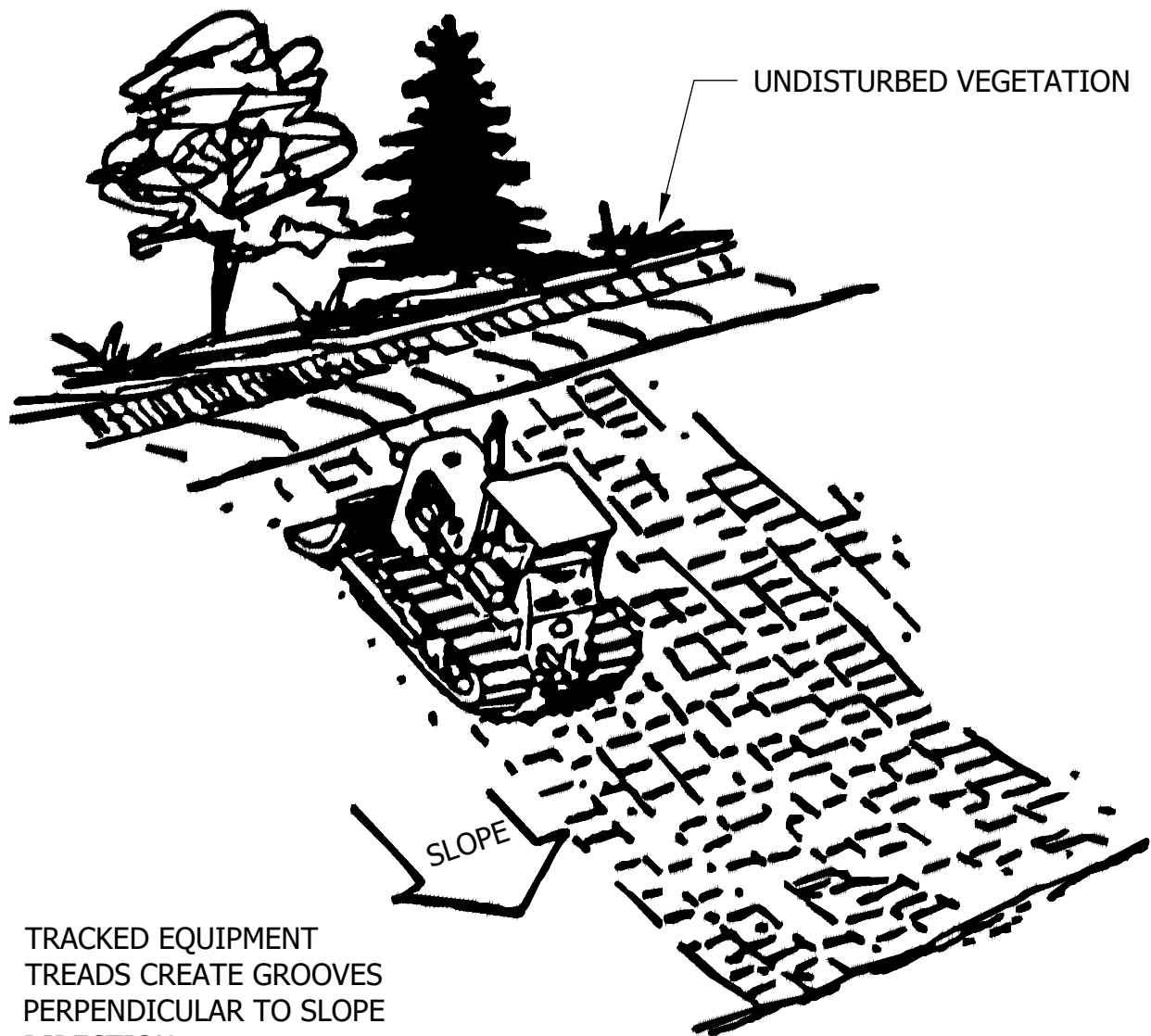
1. FILTER FABRIC SHALL BE PLACED UNDER ROCK OR WOODCHIPS TO STOP MUD MIGRATION THROUGH ROCK.
2. ENTRANCE MUST BE MAINTAINED REGULARLY TO PREVENT SEDIMENTATION TRACKING.



STANDARD DETAILS
CONSTRUCTION ENTRANCE
ROCK AND WOODCHIP
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
ERO-12



NOTE:

ALL SLOPES WITH A GRADE EQUAL TO OR STEEPER THAN 3:1
REQUIRE SLOPE TRACKING. SLOPES WITH A GRADE MORE
GRADUAL THAN 3:1 REQUIRE SLOPE TRACKING IF THE
STABILIZATION METHOD IS EROSION CONTROL BLANKET OR
HYDROMULCH.



STANDARD DETAILS

SLOPE TRACKING

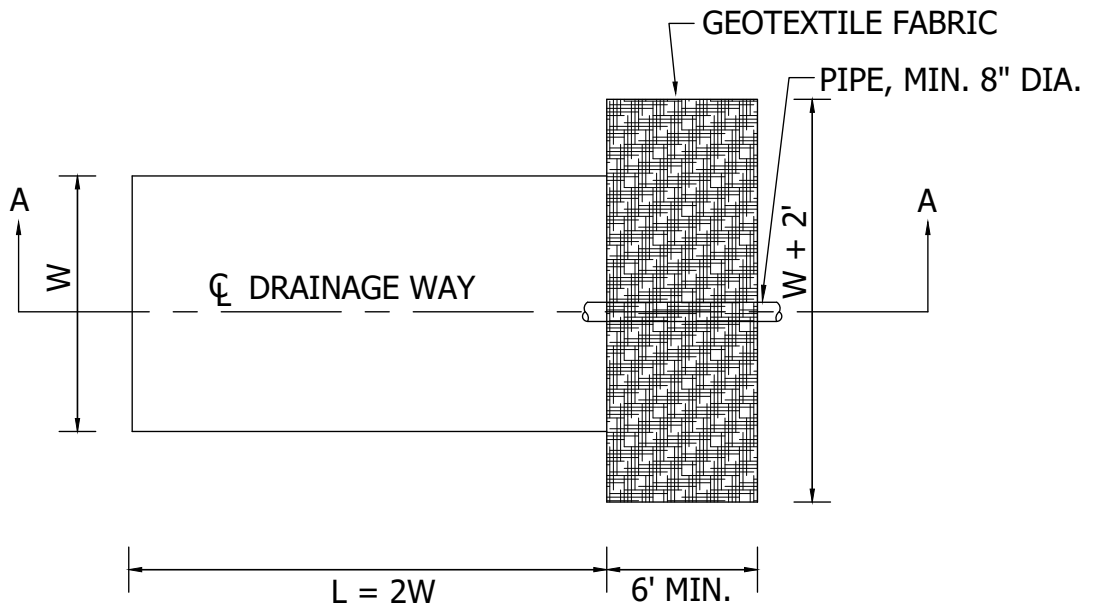
COTTAGE GROVE, MINNESOTA

JANUARY 2025

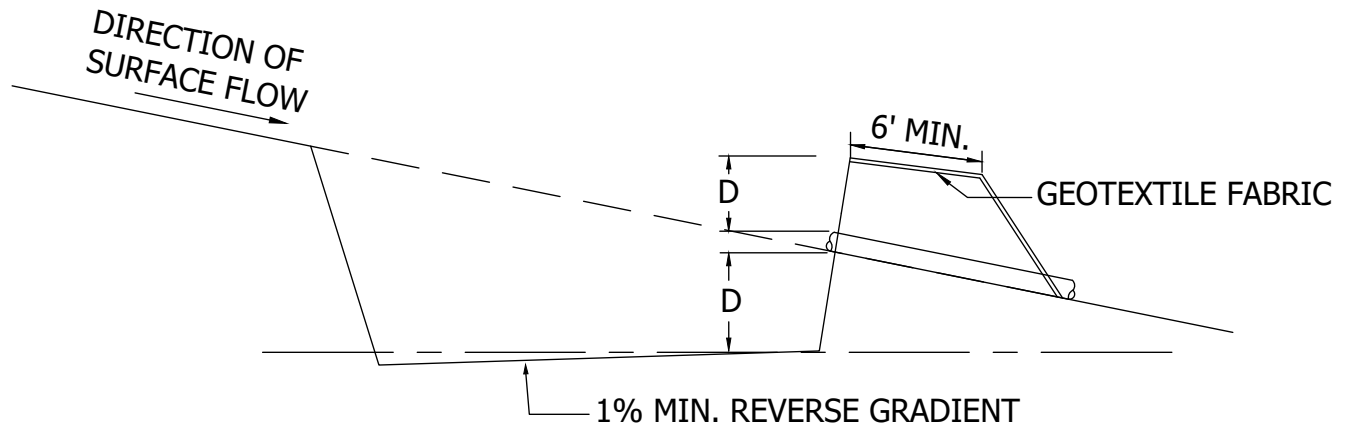
PLATE NO.

ERO-13

I. PLAN VIEW



II. SECTION A-A



NOTE:

D=2' MIN, 4' MAX

W=10' MIN, 25' MAX

W(FT.)= 10 X DRAINAGE AREA (AC.)



STANDARD DETAILS
TEMPORARY SEDIMENT
TRAP/BASIN
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
ERO-14

TEMPORARY SEDIMENT TRAP/BASIN
(30'x30'x2' BELOW OUTLET PIPE)

TYPE III BARRICADES

8" PVC PIPE,
2' ABOVE BOTTOM

FLOW →

10' FROM END OF
STREET CONSTRUCTION

EXISTING CURB
AND PAVEMENT

PLAN VIEW

TYPE III BARRICADES

EXISTING STORM
SEWER STRUCTURE
OR PIPE BULKHEAD

FLOW →

FUTURE STREET SUBGRADE

STREET PAVEMENT

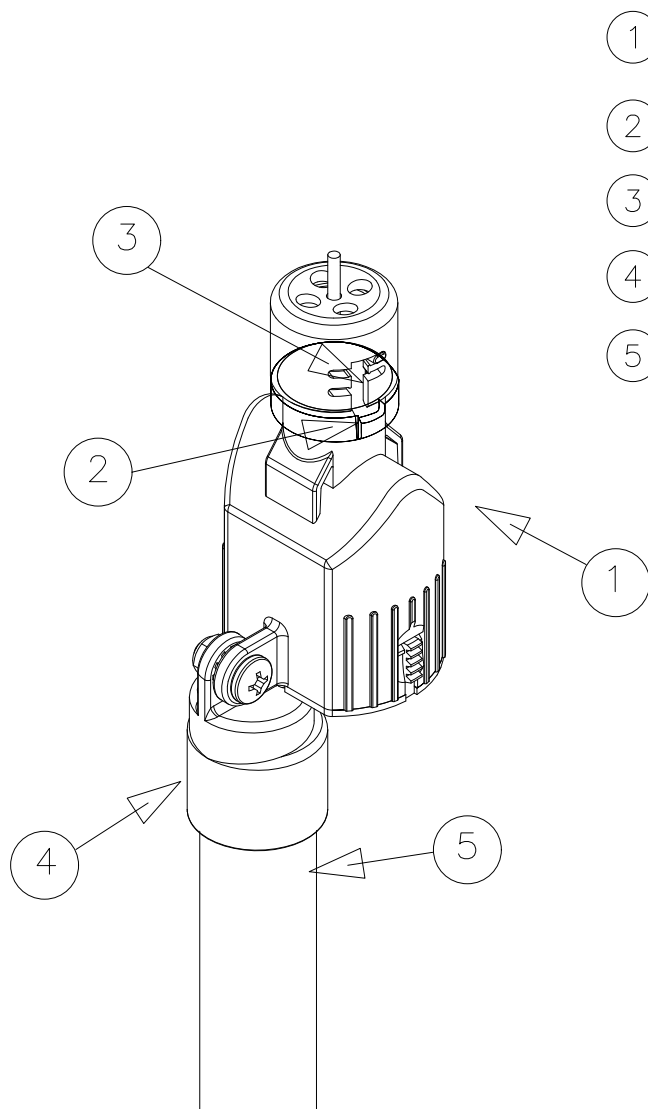
PROFILE VIEW



STANDARD DETAILS
TEMPORARY SEDIMENT TRAP/BASIN
ON FUTURE STREET SUBGRADE
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
ERO-15



- ① RAIN SENSOR, REFER TO PLAN FOR SENSOR LOCATION
- ② VENT/DRY-OUT ADJUSTMENT
- ③ RAINFALL ADJUSTMENT
- ④ CONDUIT ADAPTER
- ⑤ 1/2" PVC WIRE CONDUIT; SEE NOTE 3

NOTES:

- 1. ALL ELECTRICAL WORK MUST CONFORM TO LOCAL CODES. REFER TO PRODUCT LITERATURE FOR ADDITIONAL INSTALLATION REQUIREMENTS.
- 2. MOUNT RAIN SENSOR TO LIGHT POLE, COORDINATE INSTALLATION WITH ELECTRICAL.
- 3. FOR CONDUIT AND WIRING, SEE SPECIFICATIONS



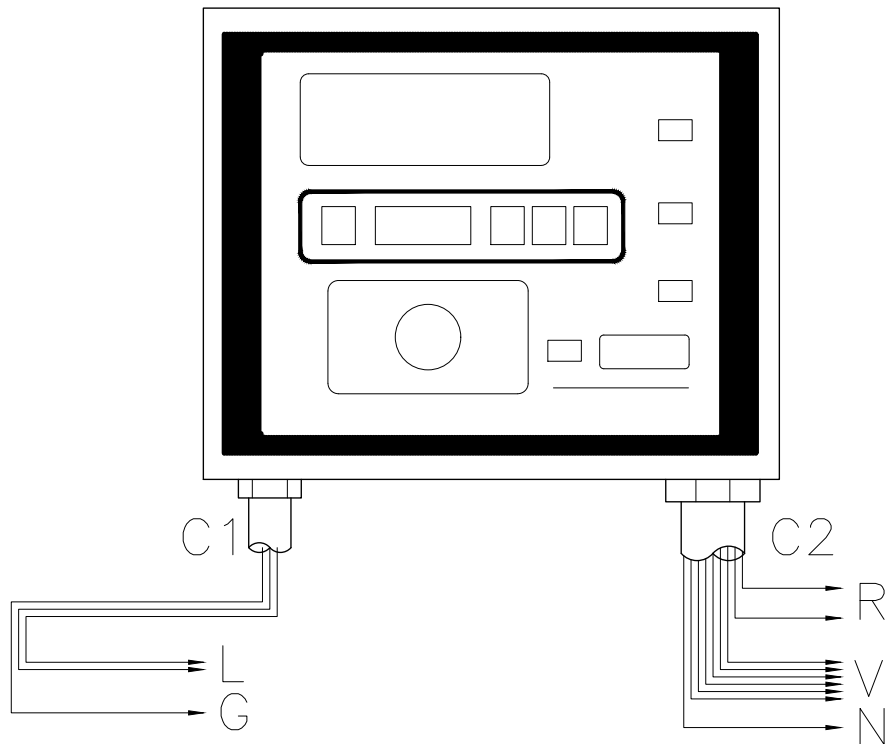
STANDARD DETAILS

RAIN SENSOR

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
IRR-1



- C1 CONDUIT.
- C2 CONDUIT.
- G GROUND WIRE (SEE SPECIFICATIONS).
- L POWER SUPPLY WIRES (SEE SPECIFICATIONS).
- N COMMON NEUTRAL WIRE.
- R RAIN SENSOR WIRES.
- V VALVE CONTROL WIRES: ONE PER VALVE,
WITH EXTRAS TO MAIN LINE STUBS.

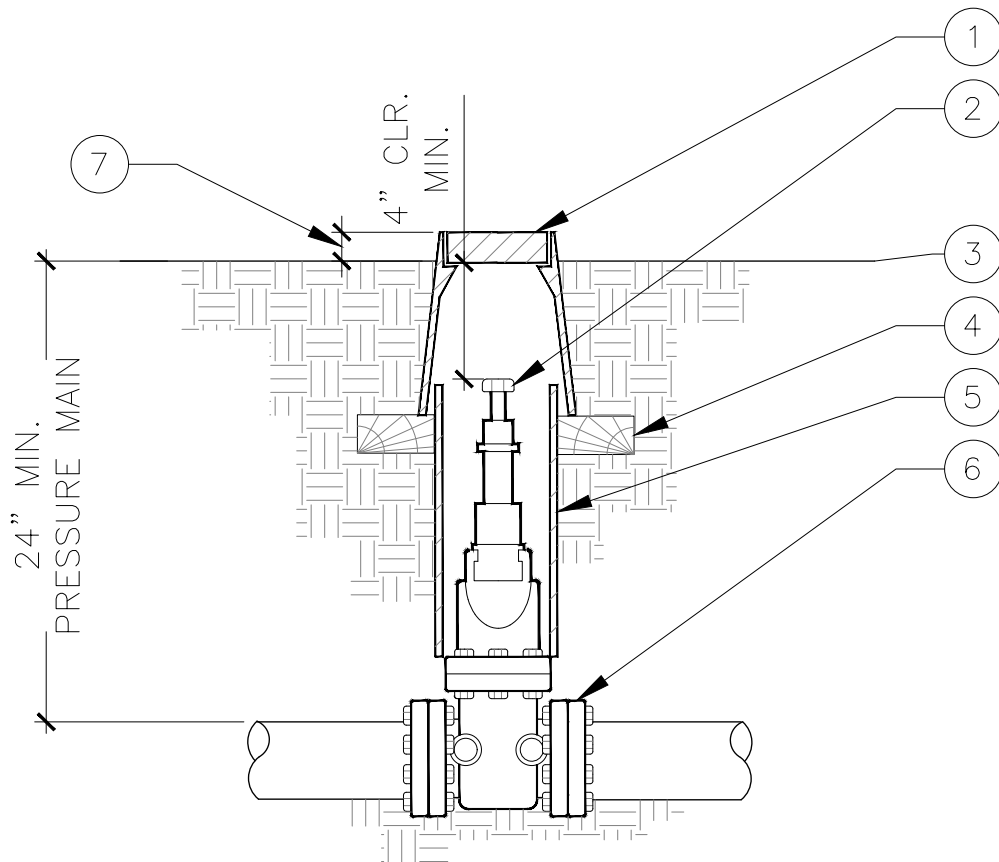


STANDARD DETAILS
EXTERIOR CONTROLLER

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
IRR-2



1. PLASTIC VALVE BOX AND LOCKING COVER W/ BOX EXTENSIONS AS REQUIRED. REFER TO SPECS. HEAT BRAND 'GV' ON LID.
2. GATE VALVE W/ OPERATING NUT, SEE IRRIGATION LEGEND FOR MANUFACTURER AND MODEL NUMBER.
3. FINISH GRADE BEFORE PLANTING.
4. STD. BRICK, TYP. 2 PLACES.
5. 6" PVC SLEEVE.
6. SCH. 80 PVC FLANGES, TYP. 2 PLACES.
7. KEEP FINISH GRADE BELOW VALVE BOX LID:
1½" IN SOD.
3" IN PLANTER BED.
8. INSTALL GATE VALVES A MIN. OF 24" FROM STRUCTURES OR HARDSCAPING.
9. INSTALL GATE VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
10. INSTALL VALVE BOX SO THAT TOP OF VALVE BOX IS FLUSH W/ ADJACENT HARDSCAPING.
11. REFER TO SPECS. AND PLAN SHEETS FOR MORE INFORMATION.



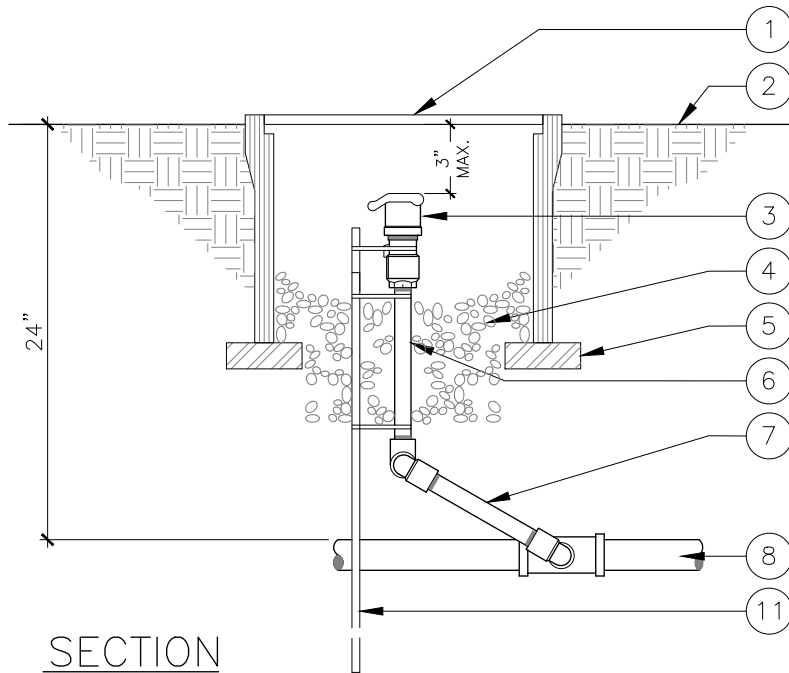
STANDARD DETAILS

GATE VALVE

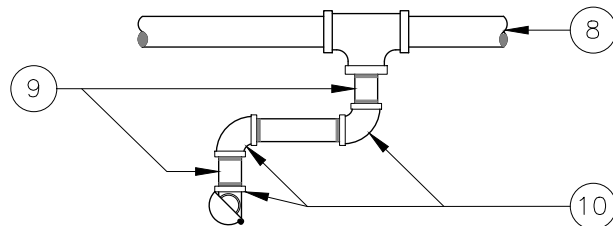
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
IRR-3



SECTION



PLAN

1. PLASTIC VALVE BOX (SEE SPECS.) W/ LOCK BOLT & Q.C. HEAT BRANDED ON COVER.
2. FINISH GRADE BELOW VALVE BOX LID (1/2" SEED, 1 1/2" SOD, 2" IN PLANTER BED.
3. QUICK COUPLING VALVE AS SPECIFIED.
4. PEA GRAVEL: 6" DEEP BELOW QUICK COUPLING VALVE.
5. BRICK: 2 PLACES.
6. 3/4" SCH. 80 PVC NIPPLE.
7. 3/4" SCH. 80 PVC 6" LONG NIPPLE.
8. PVC MAIN LINE.
9. 3/4" X 3" SCH. 80 NIPPLE.
10. 3/4" SCH. 80 PVC 90° ELL.
11. 2"x2"x1/40" ANGLE IRON (36" LONG) W/ STAINLESS STEEL SCREW CLAMPS MIN. (3) PLACES.
12. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

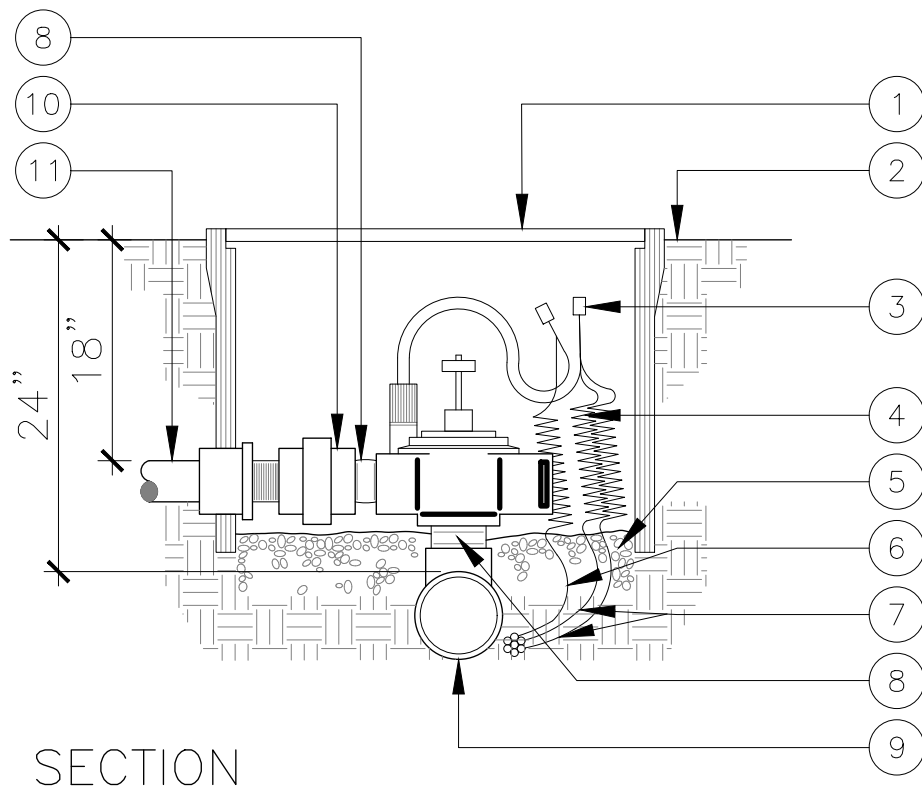


STANDARD DETAILS
QUICK COUPLING VALVE

COTTAGE GROVE, MINNESOTA

JANUARY 2024

PLATE NO.
IRR-4



1. AMETEK OR EQUAL PLASTIC VALVE BOX WITH BOLT DOWN LID.
2. FINISH GRADE 1" BELOW LID.
3. UL LISTED WATERPROOF CONNECTORS.
4. COILS: LEAVE EXCESS 2'-0" COILS IN EACH VALVE BOX. WRAP WIRE AROUND 1/2" PIPE 15 TIMES TO CREATE COILS.
5. 3" LAYER OF PEA GRAVEL.
6. CONTROL WIRE FROM CONTROLLER.
7. COMMON WIRES.
8. SCHEDULE 80 PVC NIPPLE.
9. PVC MAIN LINE.
10. PVC UNION.
11. PVC LATERAL TO SPRINKLER HEADS.
12. ALL WIRE TO BE INSTALLED AS PER LOCAL CODE.



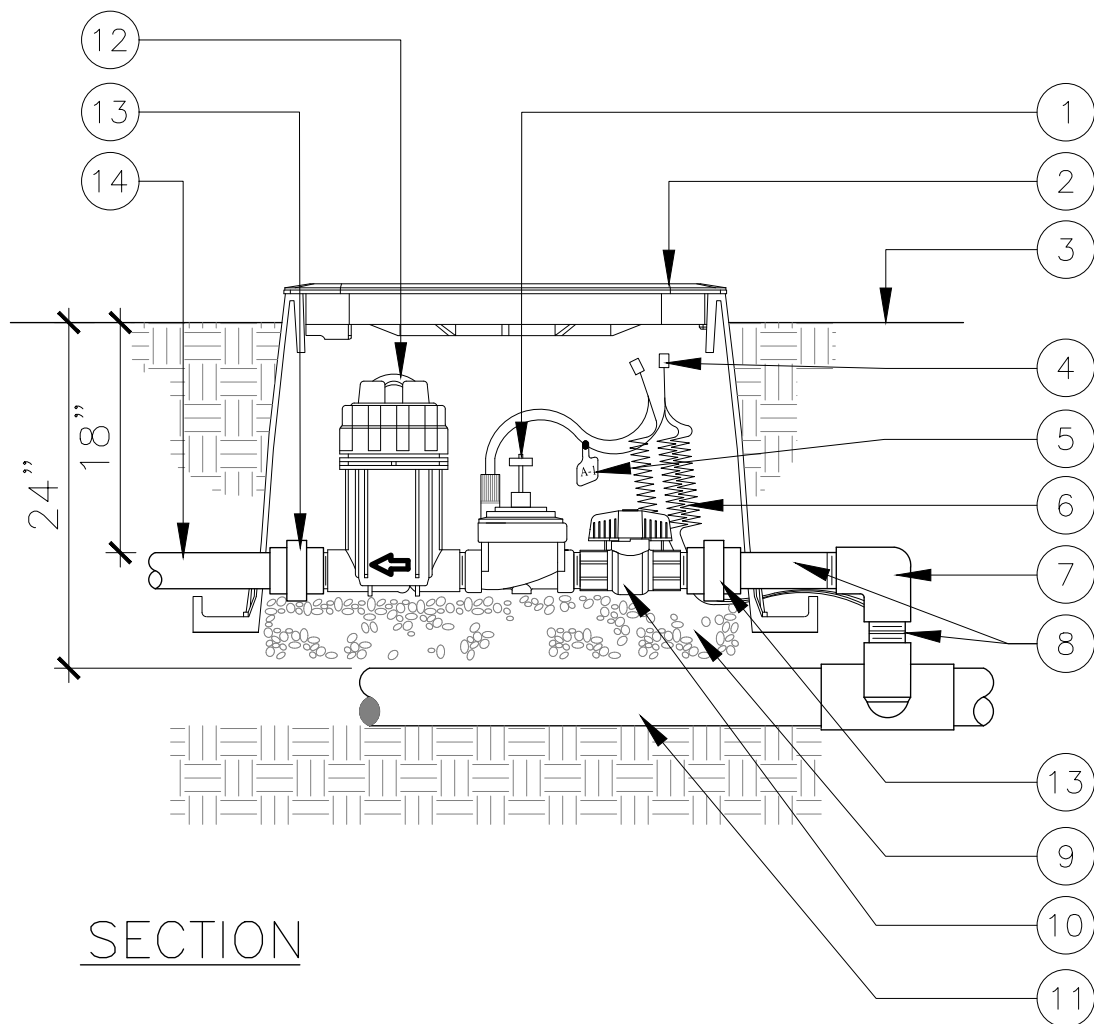
STANDARD DETAILS

REMOTE CONTROL VALVE

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
IRR-5



SECTION

1. REMOTE CONTROL VALVE.
2. PLASTIC VALVE BOX WITH BOLT DOWN LID. HEAT BRAND VALVE NUMBER ON LID.
3. FINISH GRADE: HOLD 2" BELOW LID IN PLANTER AREAS.
4. UL LISTED WATERPROOF CONNECTORS.
5. STAMPED VALVE NUMBER TAG.
6. COILS: LEAVE EXCESS 2'-0" COILS IN EACH VALVE BOX. WRAP WIRE AROUND 1/2" PIPE 15 TIMES TO CREATE COILS.
7. PVC SCHEDULE 40 ELL.
8. PVC SCHEDULE 80 NIPPLE (LENGTH AS REQUIRED).
9. 3" LAYER OF PEA GRAVEL.
10. BALL VALVE.
11. PVC MAIN LINE.
12. DRIP FILTER.
13. PVC UNION.
14. PVC LATERAL TO DRIP ZONE.
15. ALL WIRE TO BE INSTALLED AS PER LOCAL CODE.



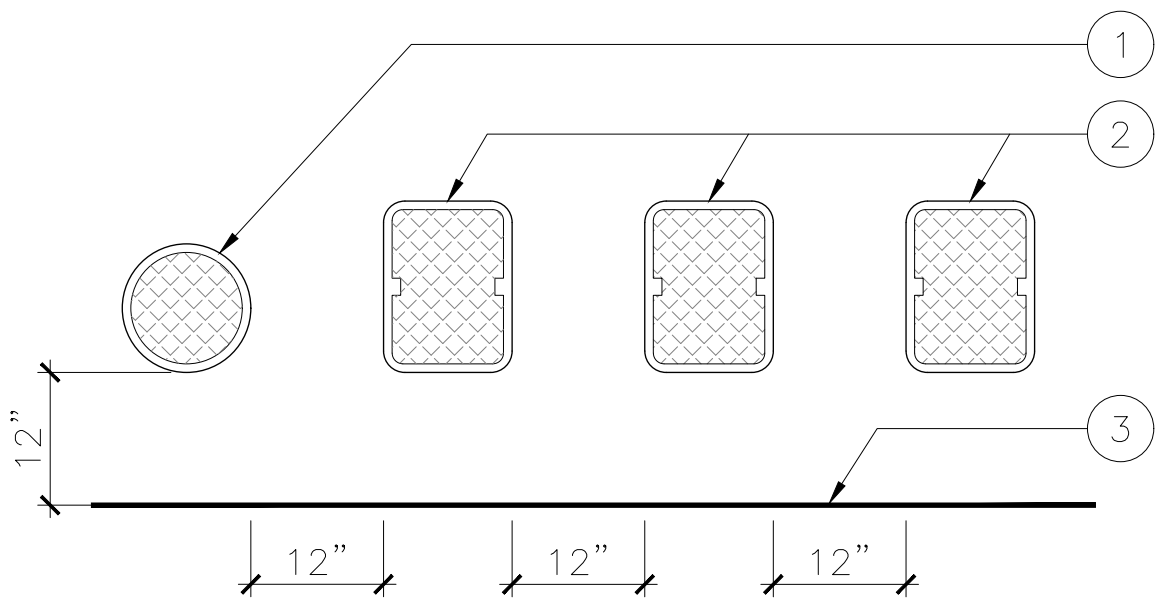
STANDARD DETAILS

DRIP REMOTE
CONTROL VALVE

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
IRR-6



1. QUICK COUPLING VALVE IN ROUND VALVE BOX.
2. CENTER VALVE BOX OVER REMOTE CONTROL VALVE TO FACILITATE SERVICING VALVE.
3. EDGE OF PLANTER.
4. SET REMOTE CONTROL VALVE ASSEMBLY IN GROUND COVER/ SHRUB AREA WHERE POSSIBLE. INSTALL IN LAWN ONLY IF GROUND COVER DOES NOT EXIST ADJACENT TO LAWN.
5. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO EDGE.
6. AVOID HEAVILY COMPACTING SOIL AROUND VALVE BOXES TO PREVENT COLLAPSE OF DEFORMATION OF VALVE BOX SIDES.



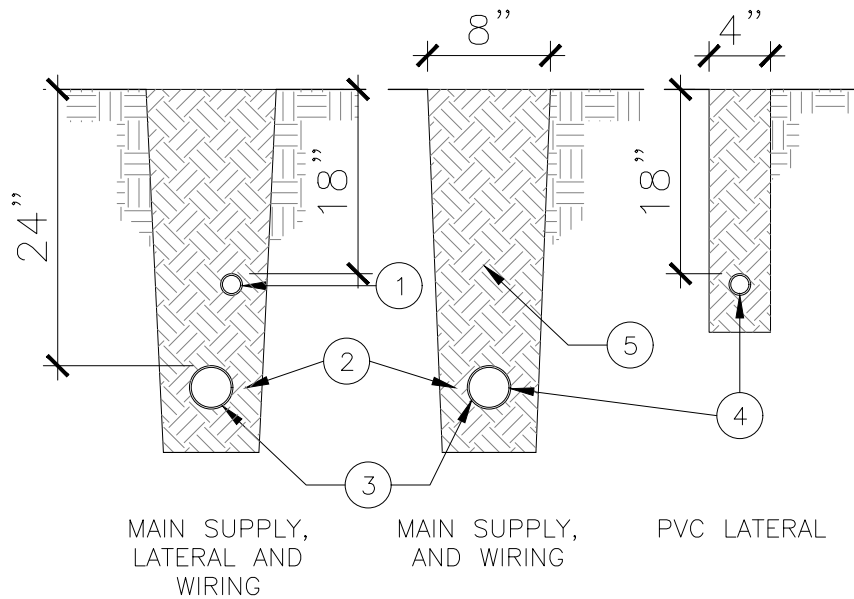
STANDARD DETAILS

VALVE BOX LAYOUT

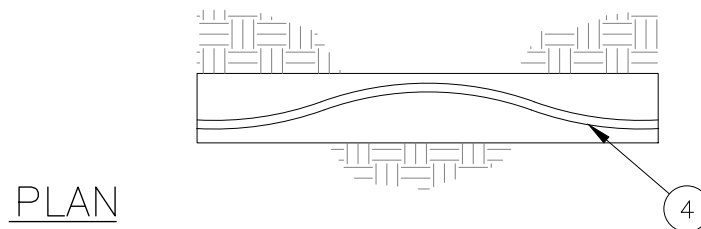
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
IRR-7



SECTION



PLAN

1. IRRIGATION LATERAL.
2. WIRING: TAPE AND BUNDLE WIRING AT 10'-0" INTERVALS. COMMON TRENCHING OF IRRIGATION PIPE AND REMOTE CONTROL VALVE WIRING TO BE DONE WHERE EVER POSSIBLE (INSTALL TRACE WIRE ALONG ALL MAIN LINE PIPE THAT DOES NOT HAVE CONTROL WIRES ADJACENT TO PIPE).
3. MAIN LINE: ALL MAIN LINE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. MAINTAIN MIN. 4" SPACE BETWEEN PARALLEL PIPE LINES AND 6" VERTICAL SPACE BETWEEN MAIN LINE AND LATERAL LINES. WIRING AND MAIN LINE TO BE AT SAME MIN. DEPTH OF 18".
4. ALL PVC PIPE TO BE SNAKED IN TRENCHED AS SHOWN.
5. BACKFILL, SEE SPECS.
6. ALL PIPING UNDER PAVING SHALL BE SLEEVED.



STANDARD DETAILS

TRENCHING

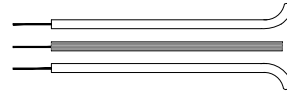
COTTAGE GROVE, MINNESOTA

JANUARY 2025

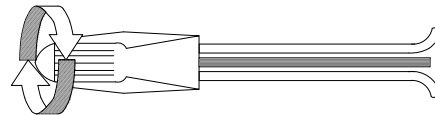
PLATE NO.

IRR-8

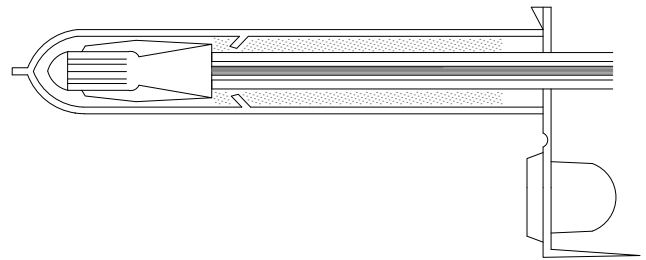
STEP 1: STRIP WIRES 1/2" FROM ENDS.



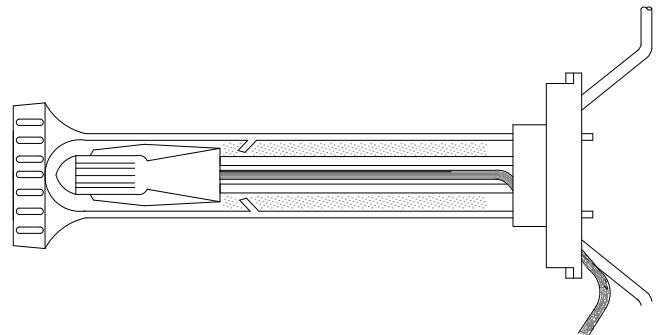
STEP 2: APPLY SCOTCHLOK Y SPRING CONNECTOR IN A CLOCKWISE DIRECTION.



STEP 3: INSERT SPLICE TO BOTTOM OF GEL-FILLED TUBE. CHECK TO MAKE SURE CONNECTOR HAS BEEN PUSHED PAST LOCKING FINGERS AND IS SEATED AT BOTTOM OF TUBE.



STEP 4: POSITION WIRES IN WIRE CHANNELS AND CLOSE INSULATOR TUBE COVER.

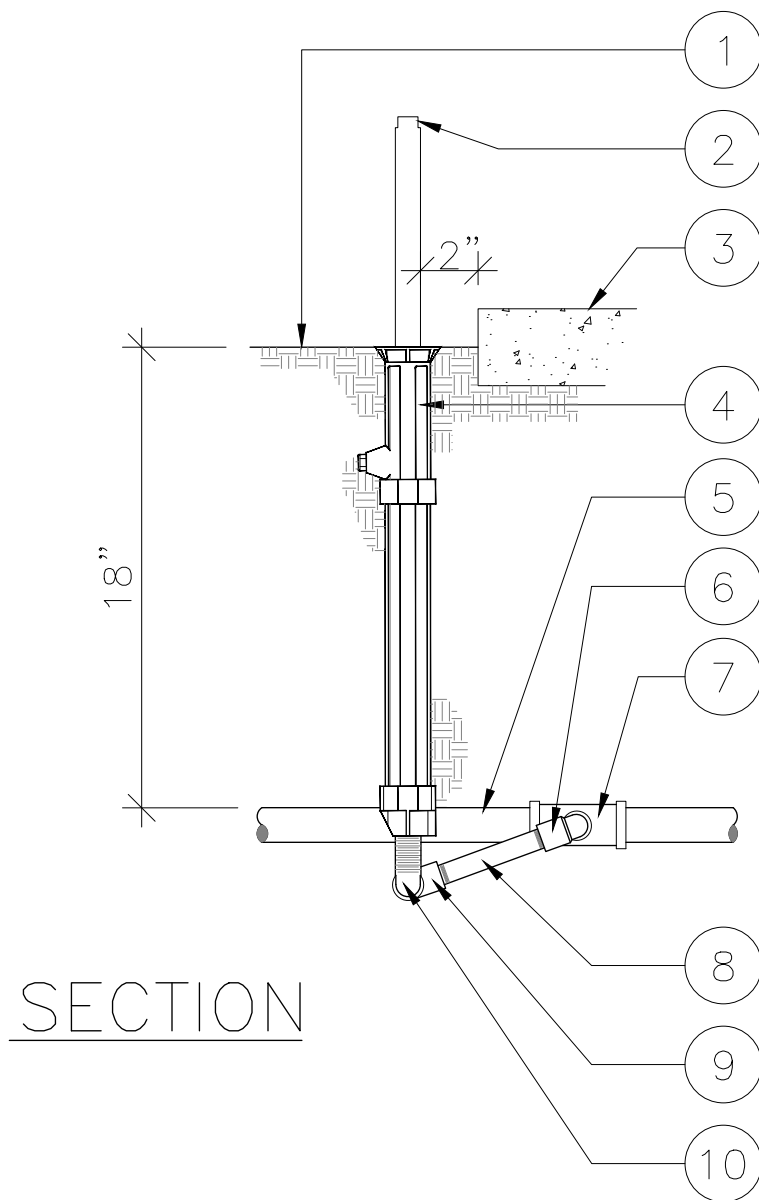


STANDARD DETAILS
WATERPROOF CONNECTOR

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
IRR-9



1. FINISH GRADE.
2. NOZZLE.
3. CURB, WALK, HEADER OR WALL.
4. POP-UP SPRAY BODY PER IRRIGATION PLAN. SET HEAD FLUSH WITH FINISH GRADE.
5. PVC LATERAL LINE.
6. SCH. 40 PVC STREET 90° ELL.
7. SCH. 40 PVC TEE.
8. SCH. 80 PVC NIPPLE (6" LONG).
9. MARLEX 90° STREET ELL.
10. MARLEX 90° ELL.
11. LOCATE HEAD 2" FROM WALKS, CURBS, PAVING, MOWSTRIPS OR HEADER.
12. USE TEFLON TAPE ON ALL MALE THREADS (EXCEPT MARLEX FITTINGS).



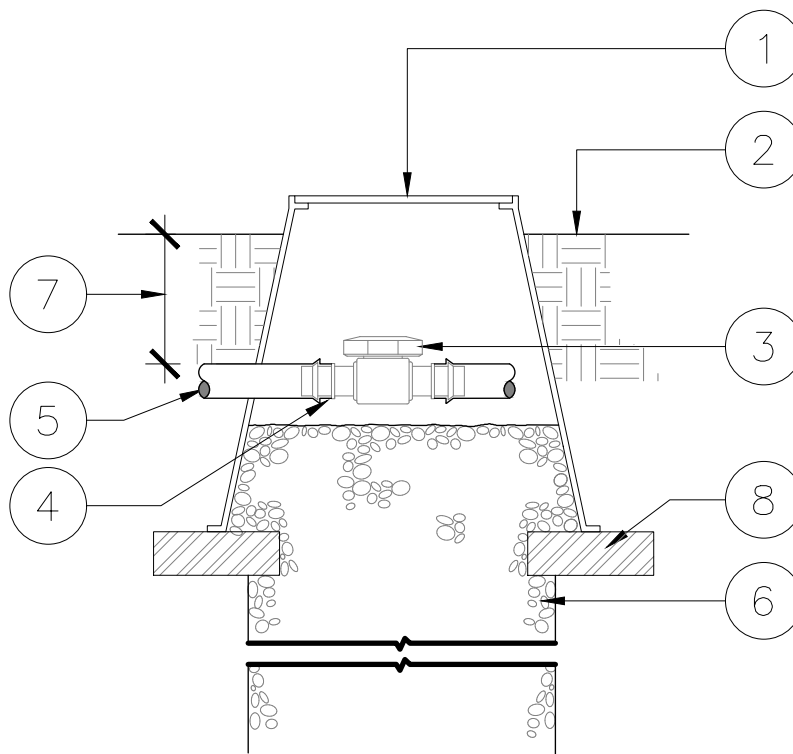
STANDARD DETAILS

POP-UP SPRINKLER

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
IRR-10



SECTION

1. 10" ROUND PLASTIC VALVE BOX.
2. FINISH GRADE: HOLD 1" BELOW TOP OF LID.
3. MANUAL FLUSH/SHUT-OFF VALVE.
4. BARB FITTING.
5. DRIP LINE.
6. 8" DIA. x 24" DEEP MIN. ROCK SUMP FILLED W/ 3/4" CRUSHED ROCK.
7. DRIPPER LINE DEPTH.
8. BRICK SUPPORT (TYP. 3 PLACES).



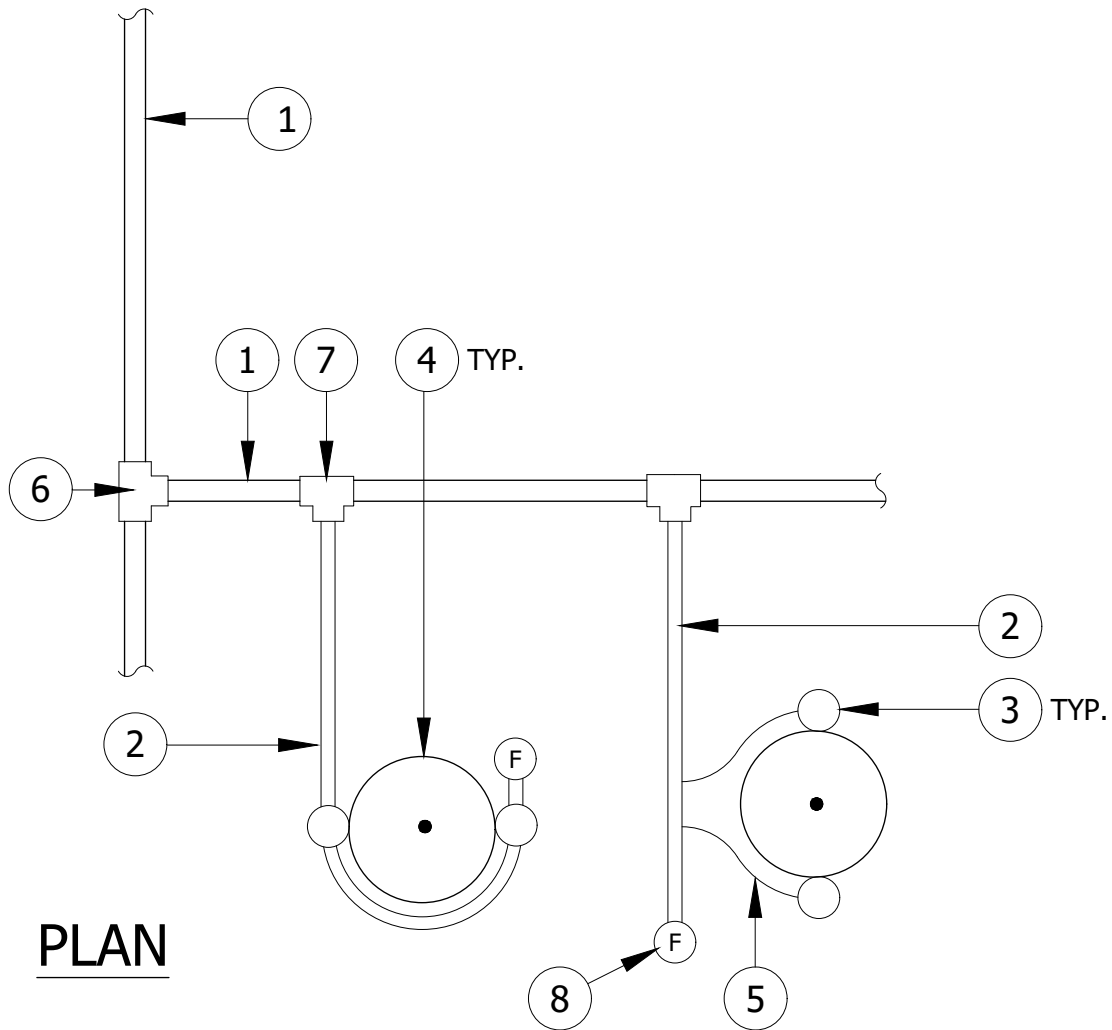
STANDARD DETAILS

MANUAL FLUSH VALVE

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
IRR-11



PLAN

KEY NOTES

1. SALCO FLEXIBLE PVC LINE, 3/4" DIA.
2. EMITTER SUB-LATERAL (TYP) PEPCO FLEXIBLE DRIP DISTRIBUTION TUBE, 1/2" DIA., 3'-0" MAXIMUM LENGTH. 150' OR 200 GPH MAXIMUM FROM ANY ONE CONNECTION AT FLEXIBLE PVC.
3. SINGLE-PORT DRIP EMITTER, SEE IRRIGATION LEGEND.
4. SHRUB OR TREE ROOT BALL.
5. 1/4" DISTRIBUTION TUBE CONNECTED WITH TRANSFER BARBS, 3'-0" MAXIMUM LENGTH.
6. PVC TEES, SOLVENT WELD.
7. INSERT NO BARBED CONNECTORS INTO FLEXIBLE PVC LINES, USE PVC TEES AT INDIVIDUAL PLANTS.
8. FLUSHING VALVE IN VALVE BOX, TYPICAL.

GENERAL NOTES

- a. EMITTERS SHALL BE EQUALLY SPACED AND LOCATED TO DIRECT WATER FLOW TO THE PERIMETER OF THE PLANT ROOT BALL.
- b. LOCATE EMITTERS UPHILL OF PLANT CENTER.
- c. USE CONNECTORS SPECIFIED BY TUBE MANUFACTURER.
- d. ANCHOR DRIP TUBE TO MAINTAIN EMITTER LOCATION IN RELATION TO PLANT, 8'-0" ON CENTER MAXIMUM.

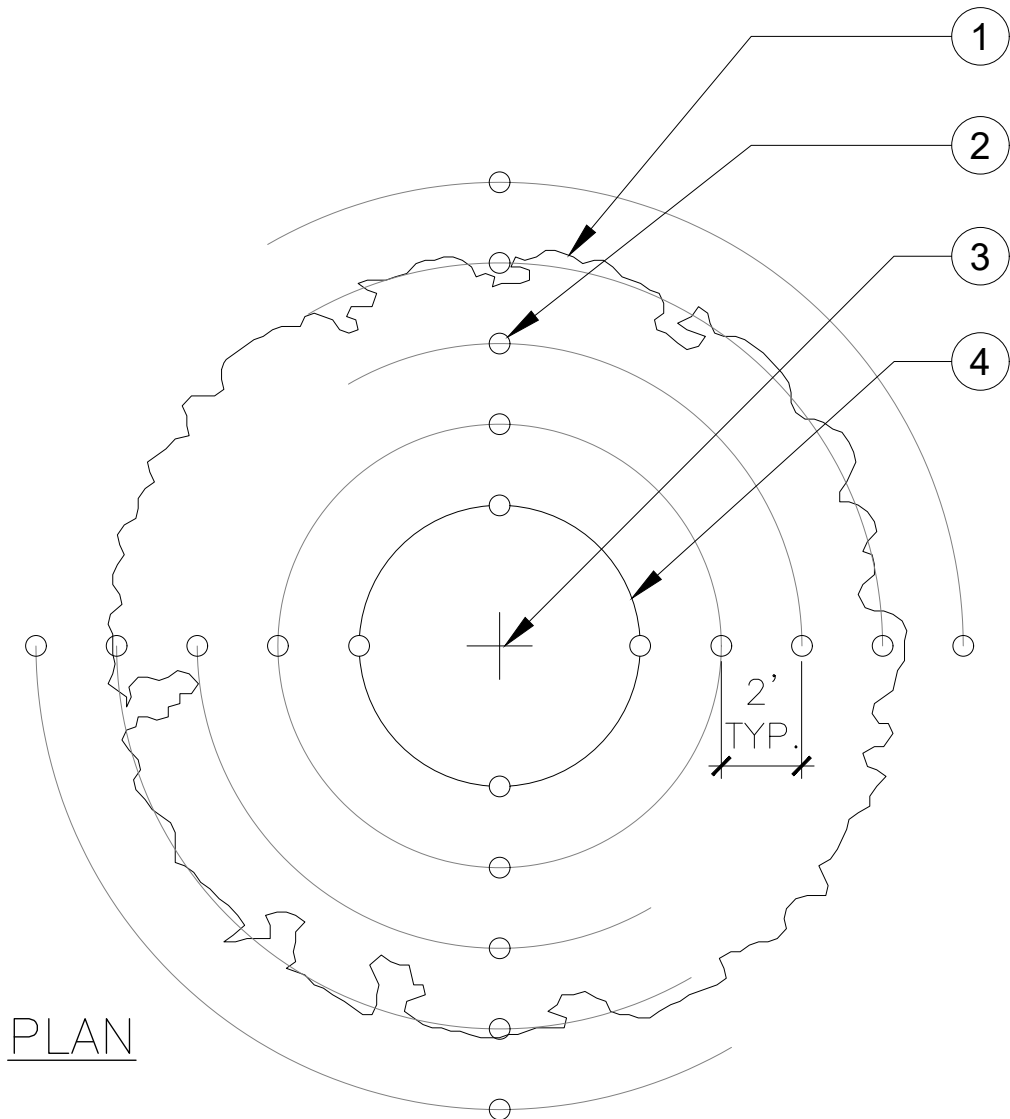


STANDARD DETAILS DRIP IRRIGATION LAYOUT

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
IRR-12



NOTES:

1. SHRUB OR TREE CANOPY.
2. DRIP EMITTER, TYP.
3. CENTER OF SHRUB OR TREE.
4. EDGE OF ROOTBALL.
5. THIS IS A SUGGESTED EMITTER LAYOUT PLAN. ACTUAL LAYOUT MAY VARY DEPENDING ON SURROUNDING FEATURES. THE INTENT IS TO PROVIDE WATER FOR FUTURE ROOT GROWTH.
6. ADJACENT TREES AND SHRUBS MAY SHARE THE SAME EMITTER WHERE PATTERNS OVERLAP.
7. BEGIN PLACEMENT OF EMITTERS ADJACENT TO ROOTBALL OF PLANT AND WORK OUTWARD IN ALL DIRECTIONS UNTIL THE REQUIRED NUMBER OF EMITTERS PER PLANT IS OBTAINED. SEE IRRIGATION LEGEND FOR NUMBER OF EMITTERS REQUIRED.
8. KEEP ALL EMITTERS 18" FROM ANY CURB, WALK, OR OTHER PLANTER EDGE AND 36" FROM ANY BUILDING OR STRUCTURE.

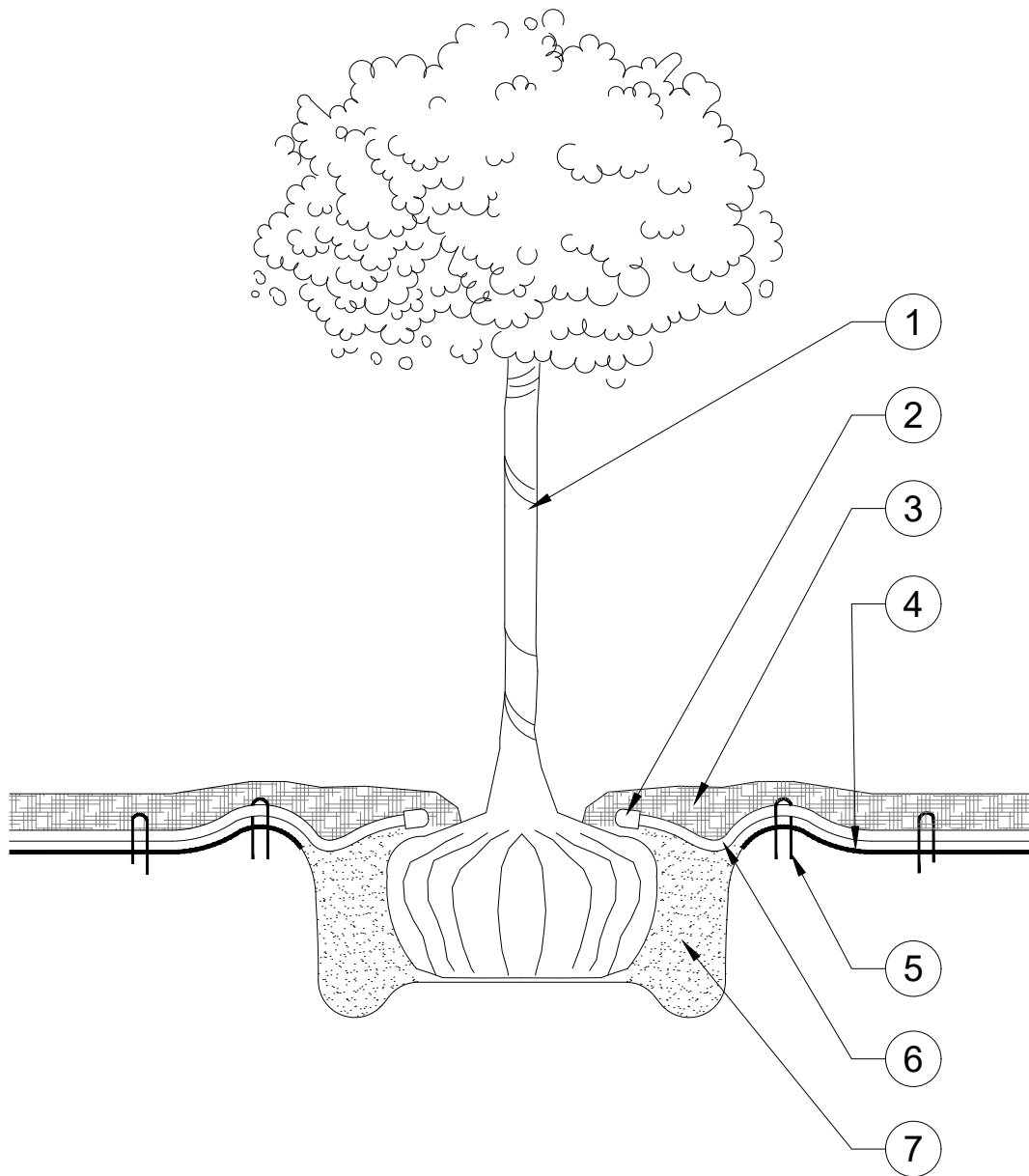


STANDARD DETAILS
DRIP EMITTER SPACING

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
IRR-13



1. TREE OR SHRUB.
2. BUG CAP AT END OF DRIP TUBING, TYP.
3. MULCH, SEE SPECIFICATIONS.
4. FINISH GRADE.
5. 8" STEEL STAKES PLACED AT 5' O.C.
6. 1/4" DRIP TUBING.
7. PLANT PIT.



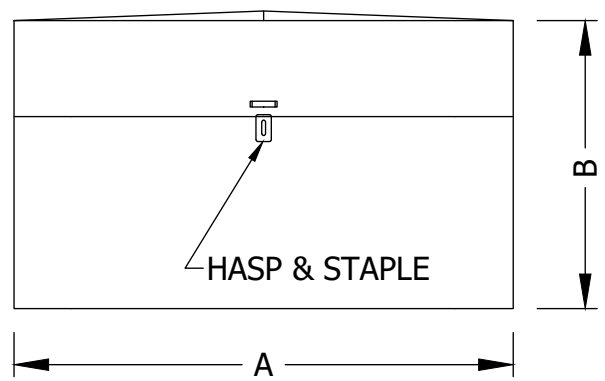
STANDARD DETAILS
DRIP EMITTER INSTALLATION

COTTAGE GROVE, MINNESOTA

JANUARY 2025

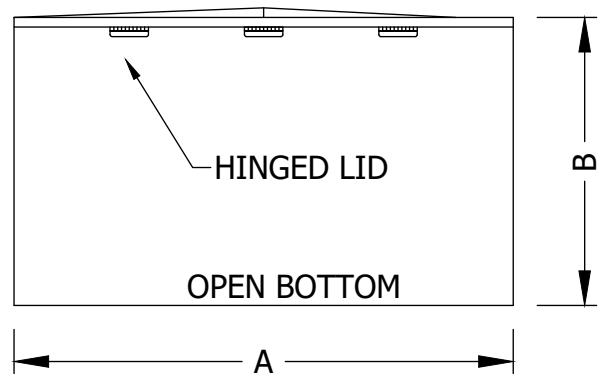
PLATE NO.
IRR-14

FRONT VIEW

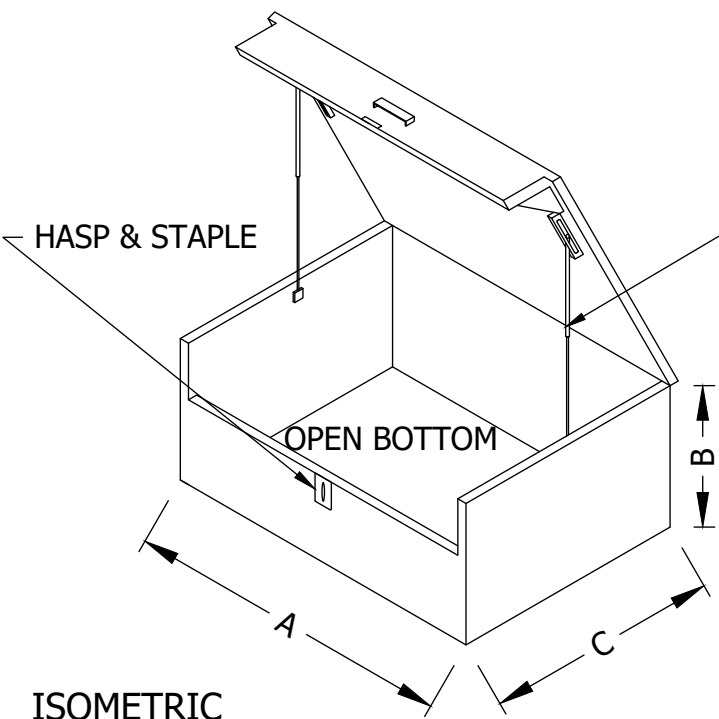
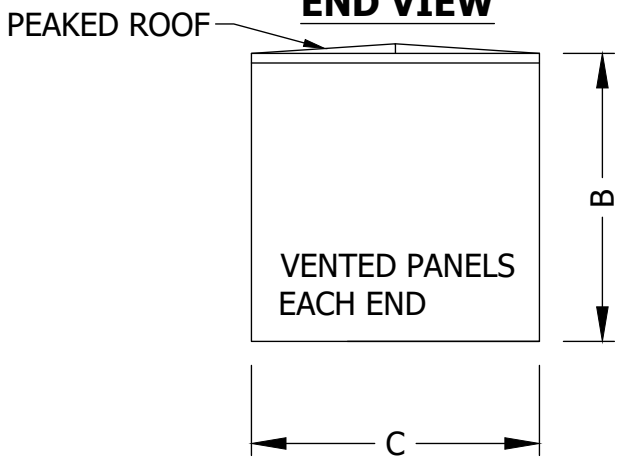


NOTE: FRONT OF BOX ALSO AVAILABLE WITH FULL FACE.

REAR VIEW



END VIEW



ISOMETRIC

NOTE: GAS SHOCKS TO SUPPORT LID.

BUILT TO SPECIFICATIONS

PAINTED: NON-DIRECTIONAL STL. STL.
LENGTH A: SIZE TO FIT
LENGTH B: SIZE TO FIT
LENGTH C: SIZE TO FIT



STANDARD DETAILS
IRRIGATION CABINET

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
IRR-15

SET TREE PLUMB AND
MAINTAIN THROUGHOUT
WARRANTY PERIOD.

EACH TREE MUST BE
PLANTED SUCH THAT
THE ROOT FLARE IS
VISIBLE AT THE TOP
OF THE ROOT BALL.

MULCH AS SPECIFIED, DO
NOT PLACE MULCH IN
CONTACT WITH TREE TRUNK.
PLACE MULCH WITHIN 48
HOURS PLANTING.
CONSTRUCT PLANTING HOLE
AS SPECIFIED.

REMOVE WIRE AND
BURLAP AS
SPECIFIED. REMOVE
ALL TWINE FROM
ROOT BALL.

4" TO 6" DEEPER
THAN ROOTBALL.

TAMP SOIL AROUND BASE OF
ROOT BALL FIRMLY WITH FOOT
PRESSURE SO THAT ROOT BALL
DOES NOT SHIFT. PLACE ROOT
BALL ON FIRM UNEXCAVATED
OR TAMPED SOIL.

NOTES:

1. STAKE TREES ONLY AS SPECIFIED A THE DIRECTION OF LANDSCAPE ARCHITECT.
2. WRAP TREE TRUNKS ONLY AS SPECIFIED AT THE DIRECTION OF LANDSCAPE ARCHITECT.

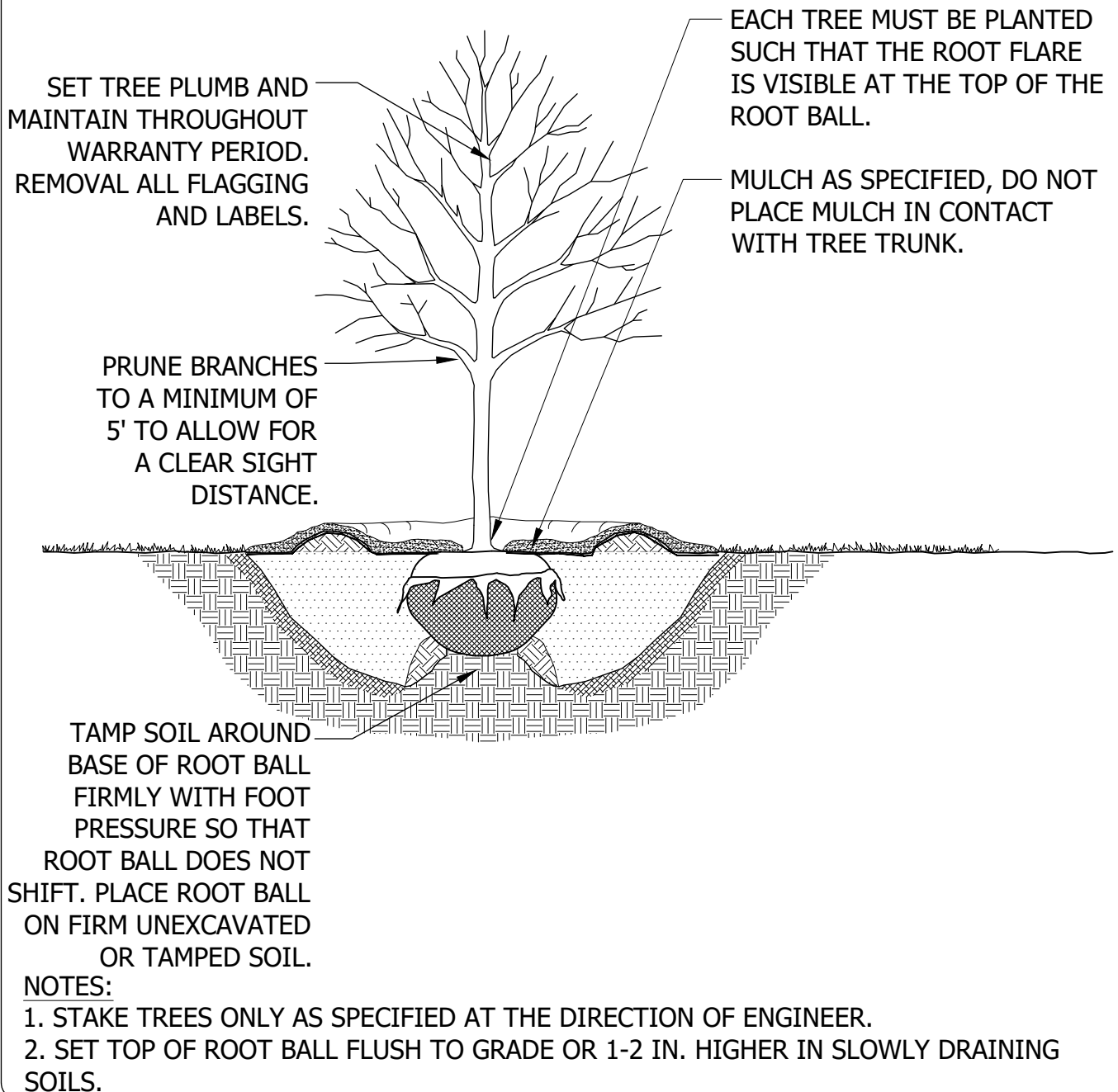


STANDARD DETAILS
TYPICAL EVERGREEN TREE
PLANTING

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
LAN-1



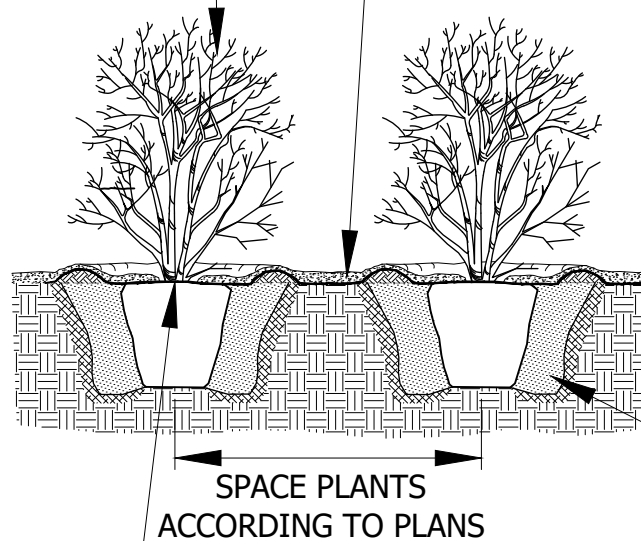
STANDARD DETAILS
TYPICAL DECIDUOUS TREE
PLANTING
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
LAN-2

IF PLANT IS SHIPPED WITH A
CONTAINER AROUND THE
ROOTBALL, SLICE SIDES OF
CONTAINER AND REMOVE
COMPLETELY.

MULCH AS SPECIFIED. DO NOT
PLACE MULCH IN CONTACT WITH
THE PLANT.



SET TOP OF ROOT BALL
FLUSH TO GRADE .

DIG HOLE FOR PLANTING ROOT
BALL. SCARIFY THE SIDES AND
BOTTOM OF THE HOLE BEFORE
PLACING THE SHRUB IN THE
PLANTING HOLE.



STANDARD DETAILS

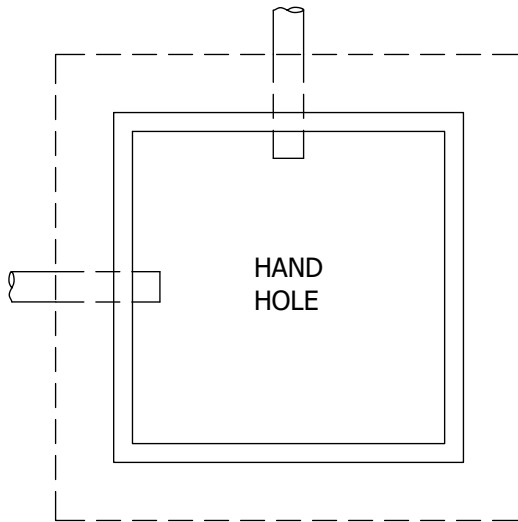
TYPICAL SHRUB PLANTING
B&B OR CONTAINER GROWN

COTTAGE GROVE, MINNESOTA

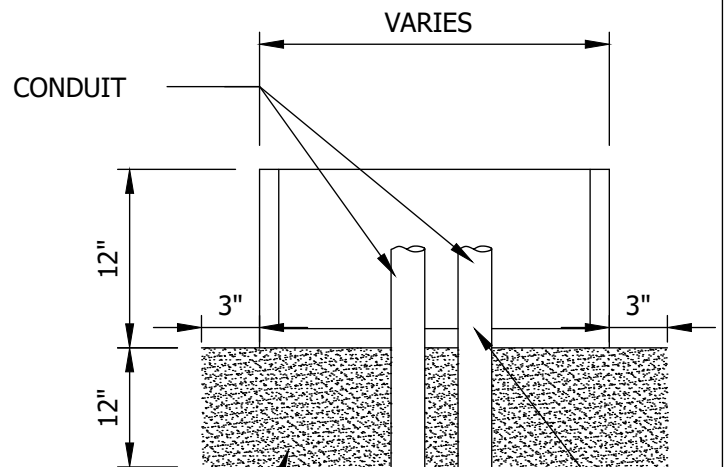
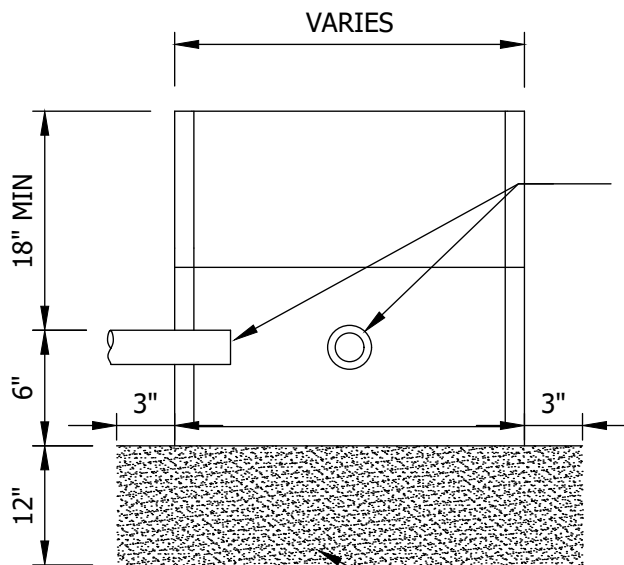
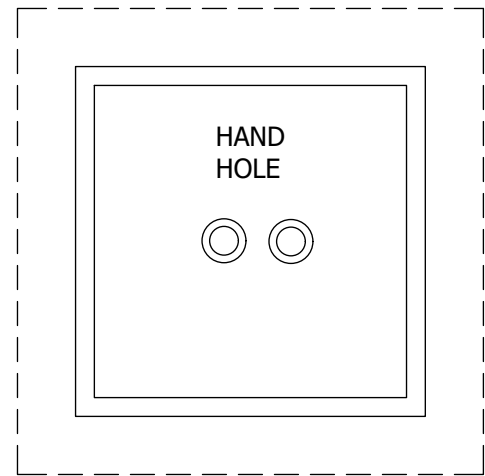
JANUARY 2025

PLATE NO.
LAN-3

24" HEIGHT HANDHOLE AS SPECIFIED



12" HEIGHT HANDHOLE AS SPECIFIED



COARSE FILTER AGG.
MNDOT SPEC. 3149.2.H MOD.

CONDUIT TO EXTEND MIN 3"
MAX 6" ABOVE BOTTOM
EDGE OF HANDHOLE

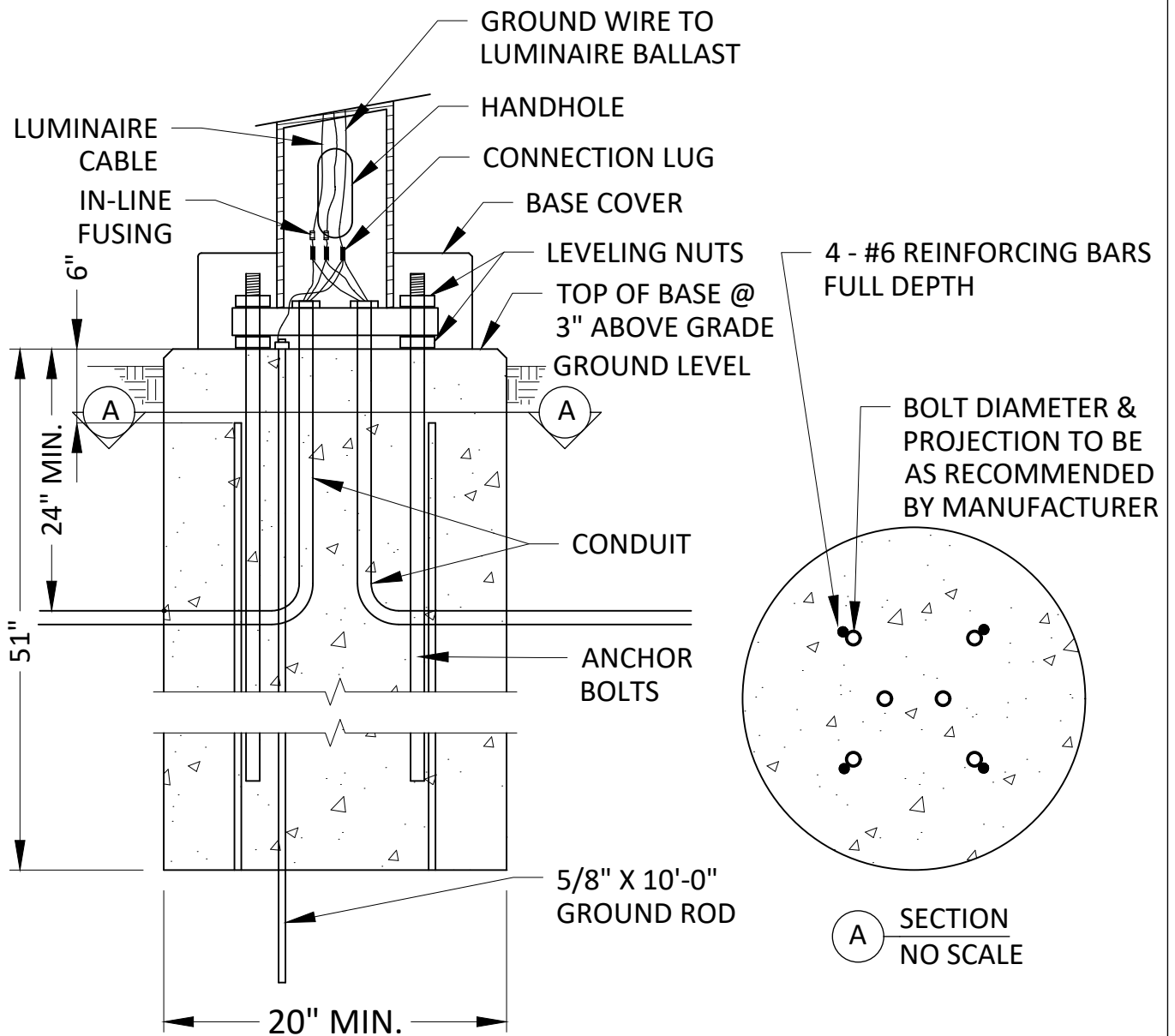


STANDARD DETAILS
LIGHTING HANDHOLE

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
LGT-1

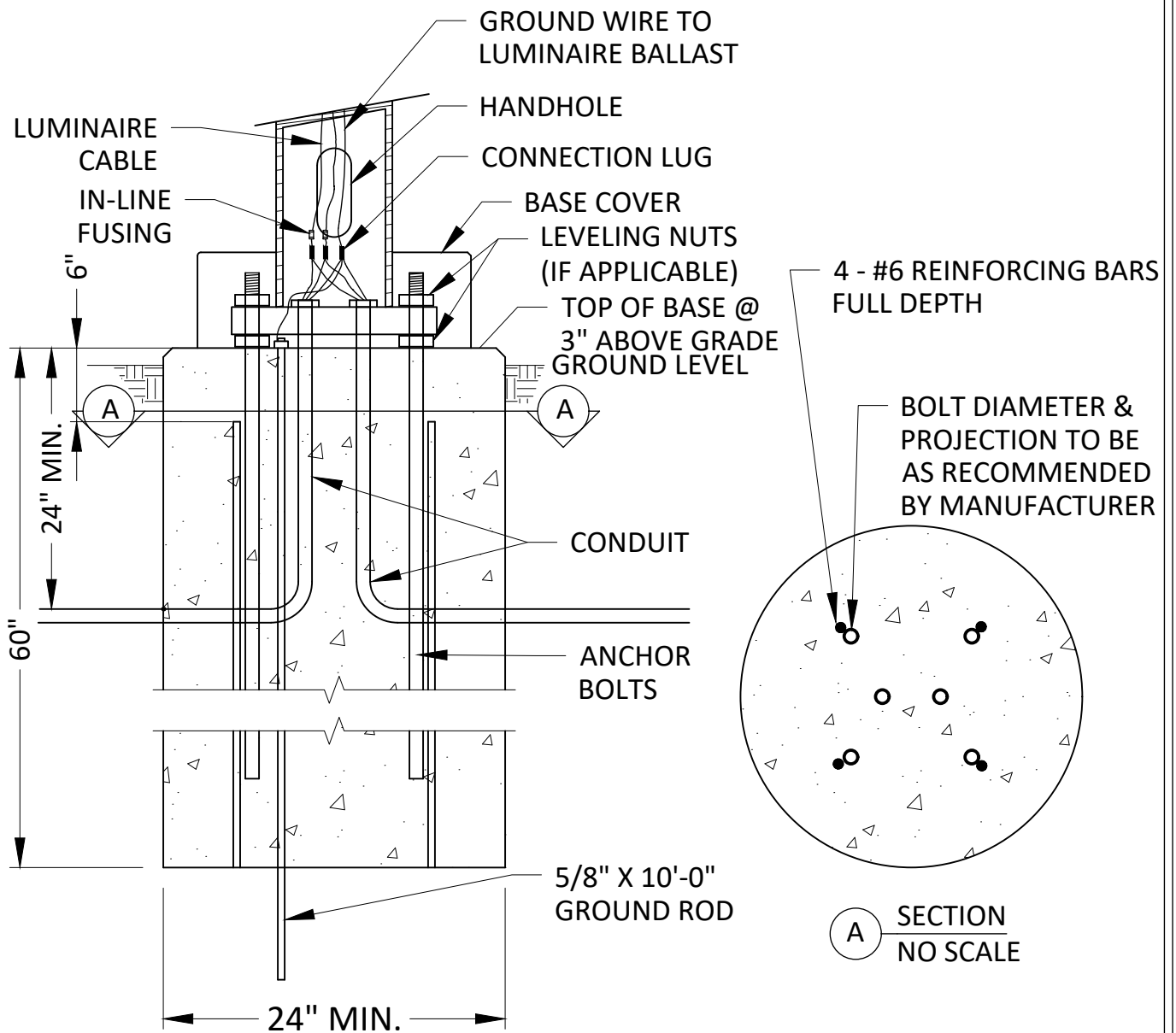


STANDARD DETAILS
CONCRETE LIGHT BASE TYPE A

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
LGT-2

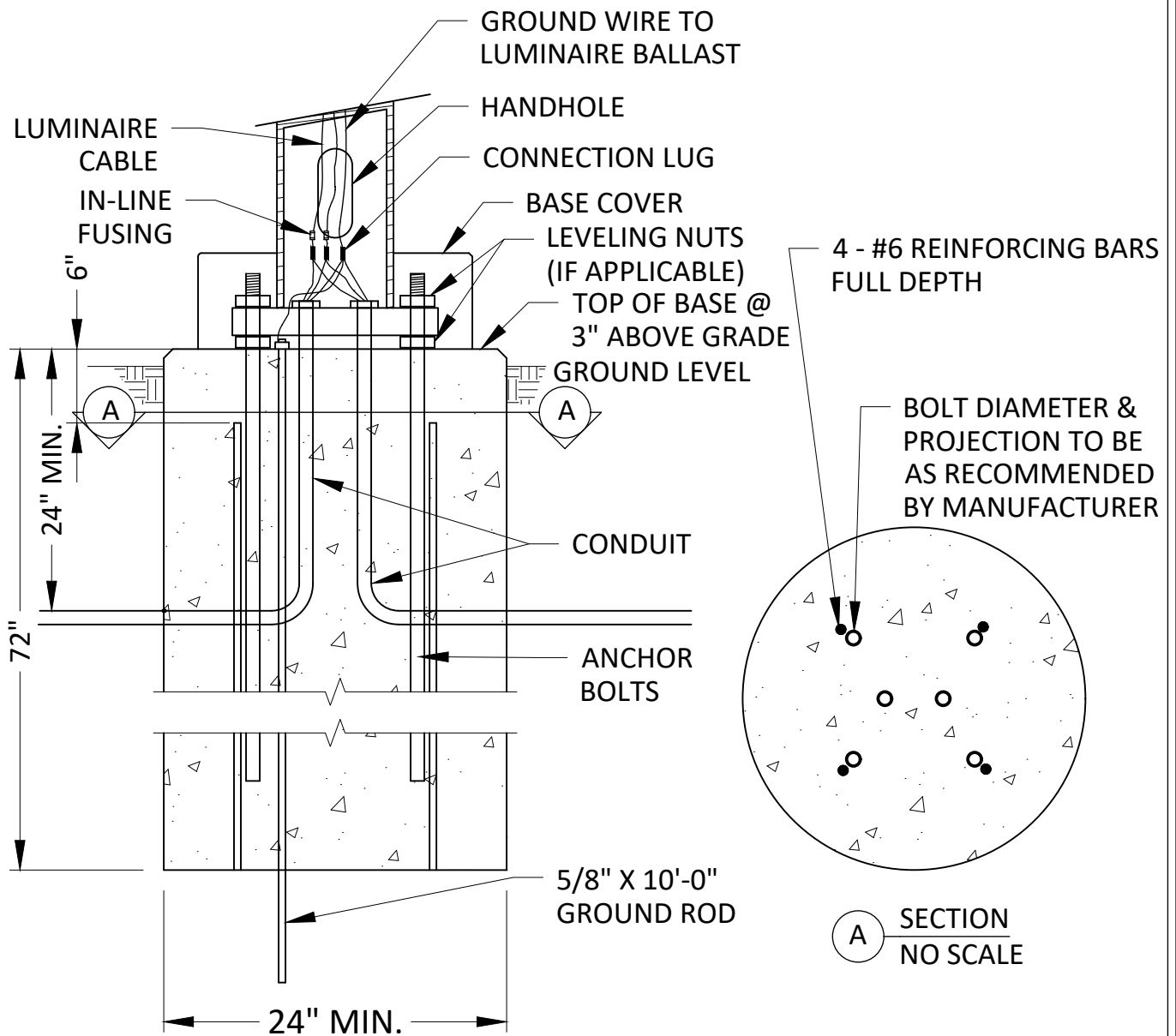


STANDARD DETAILS
CONCRETE LIGHT BASE TYPE P

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
LGT-3

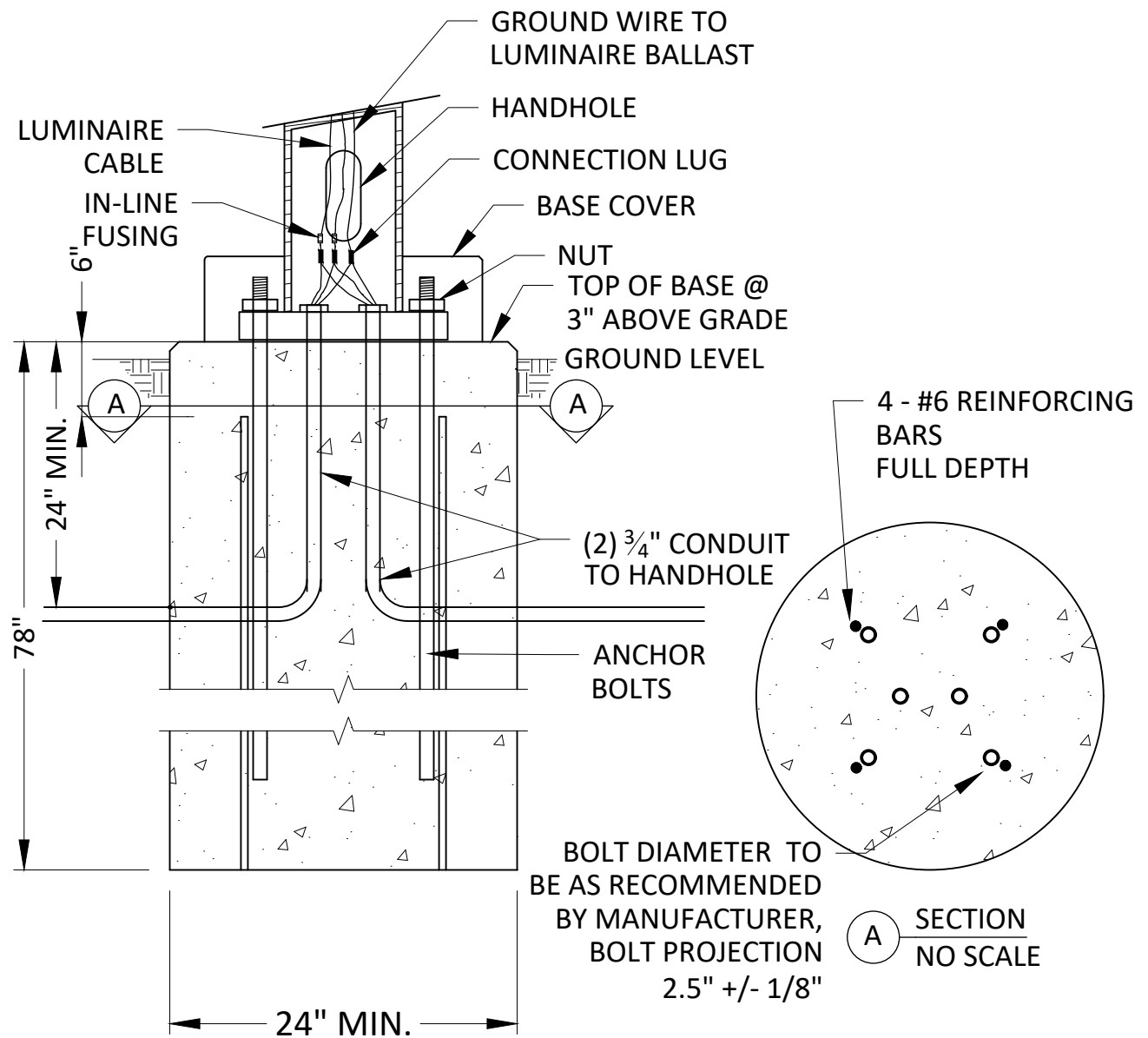


STANDARD DETAILS
CONCRETE LIGHT BASE TYPE E

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
LGT-4



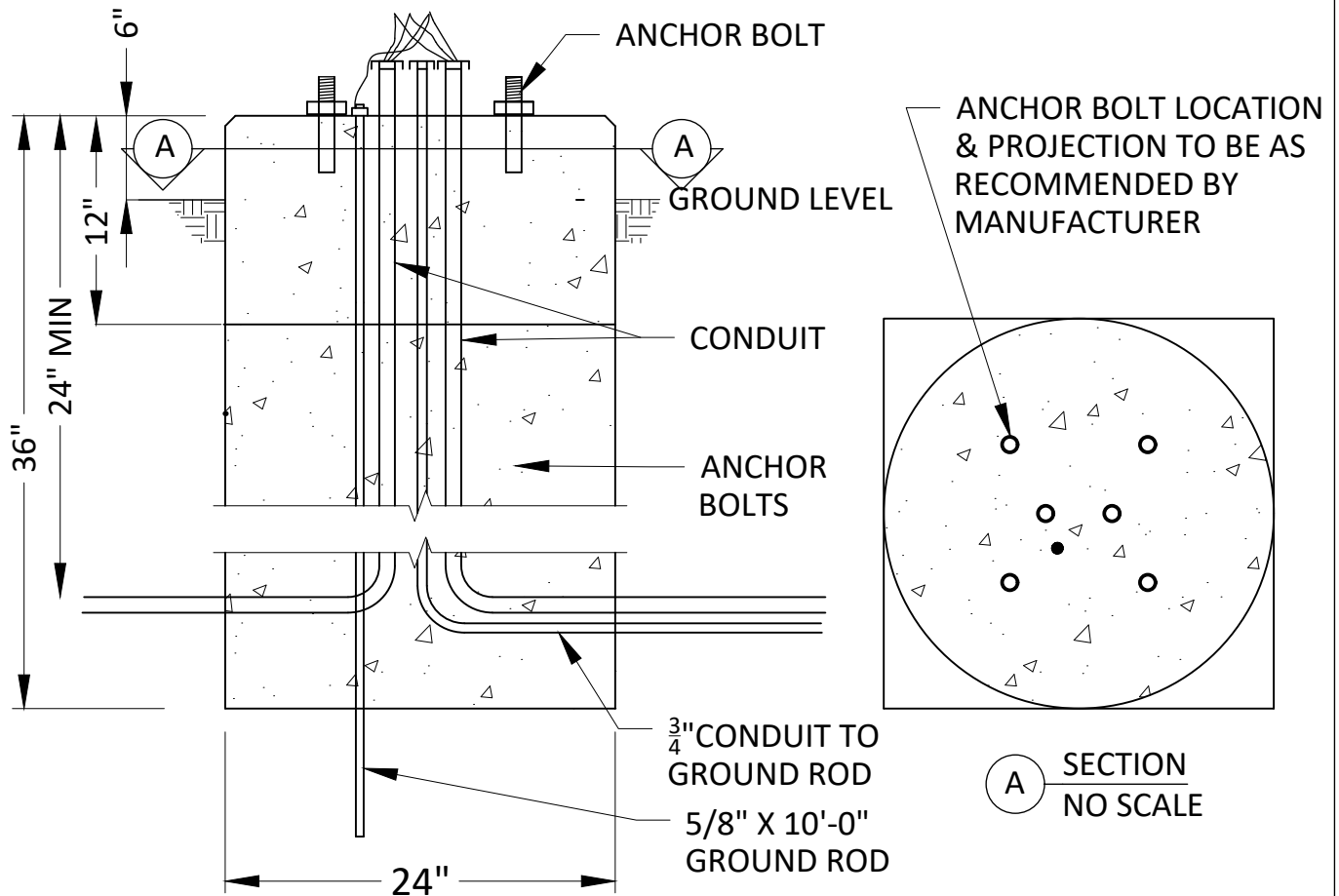
- NOTES: 1. 5/8" X 10'-0" GROUND ROD TO BE LOCATED IN HANDHOLE ADJACENT TO BASE.
2. DESIGN F FOUNDATIONS SHALL BE PRECAST



STANDARD DETAILS
CONCRETE LIGHT BASE TYPE F
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
LGT-5



- NOTES:
1. TOP 1' OF PAD TO BE 24" X 24" SQUARE
 2. BOTTOM 24" OF PAD TO BE 24" CYLINDER FORMED WITH SONA TUBE
 3. A SECOND GROUNDING ROD IS TO BE LOCATED 6' AWAY FROM THE BASE WITH A #6 GROUNDING CONDUCTOR RUNNING TO IT WITHIN A 3/4" CONDUIT

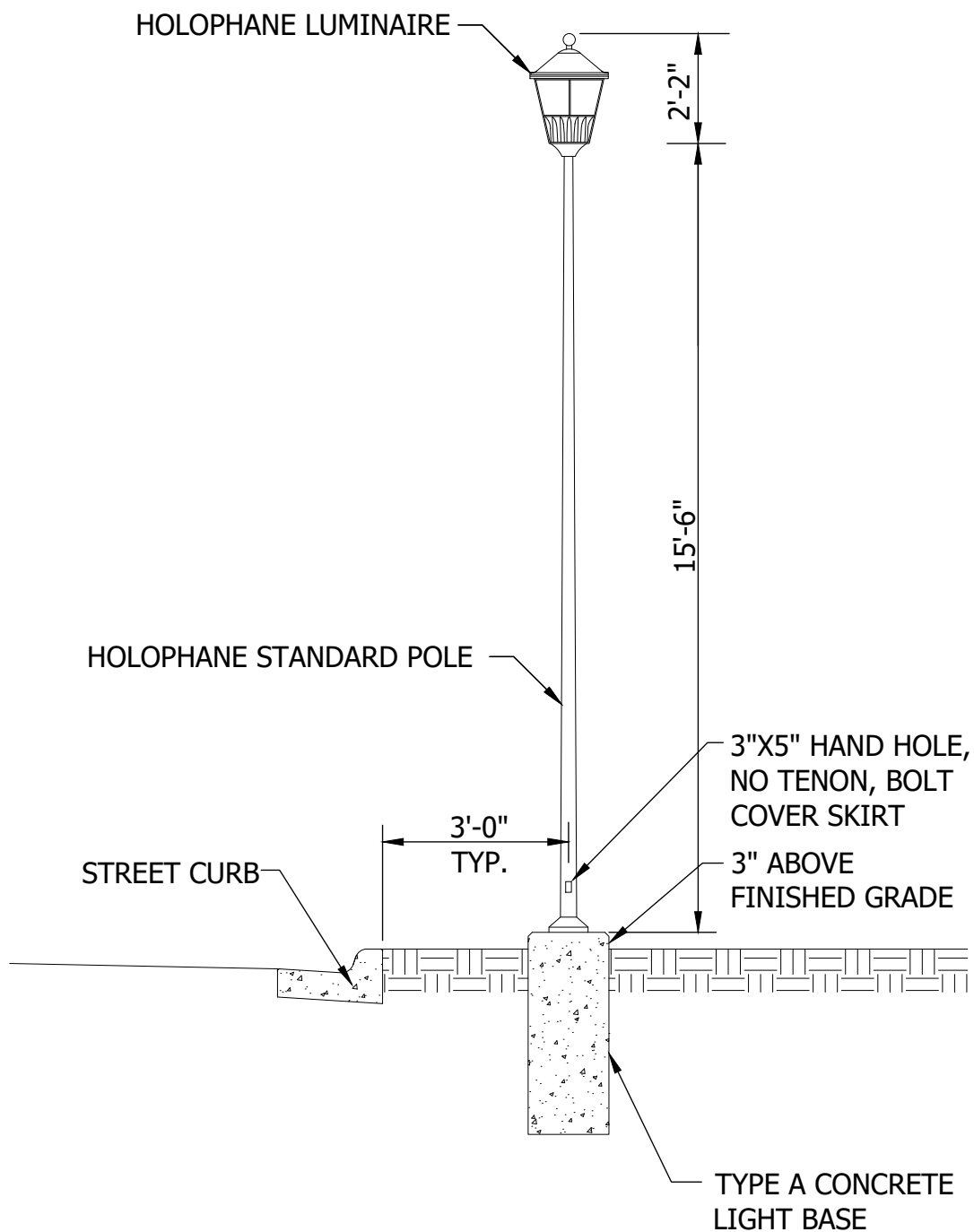


STANDARD DETAILS
LIGHTING EQUIPMENT PAD

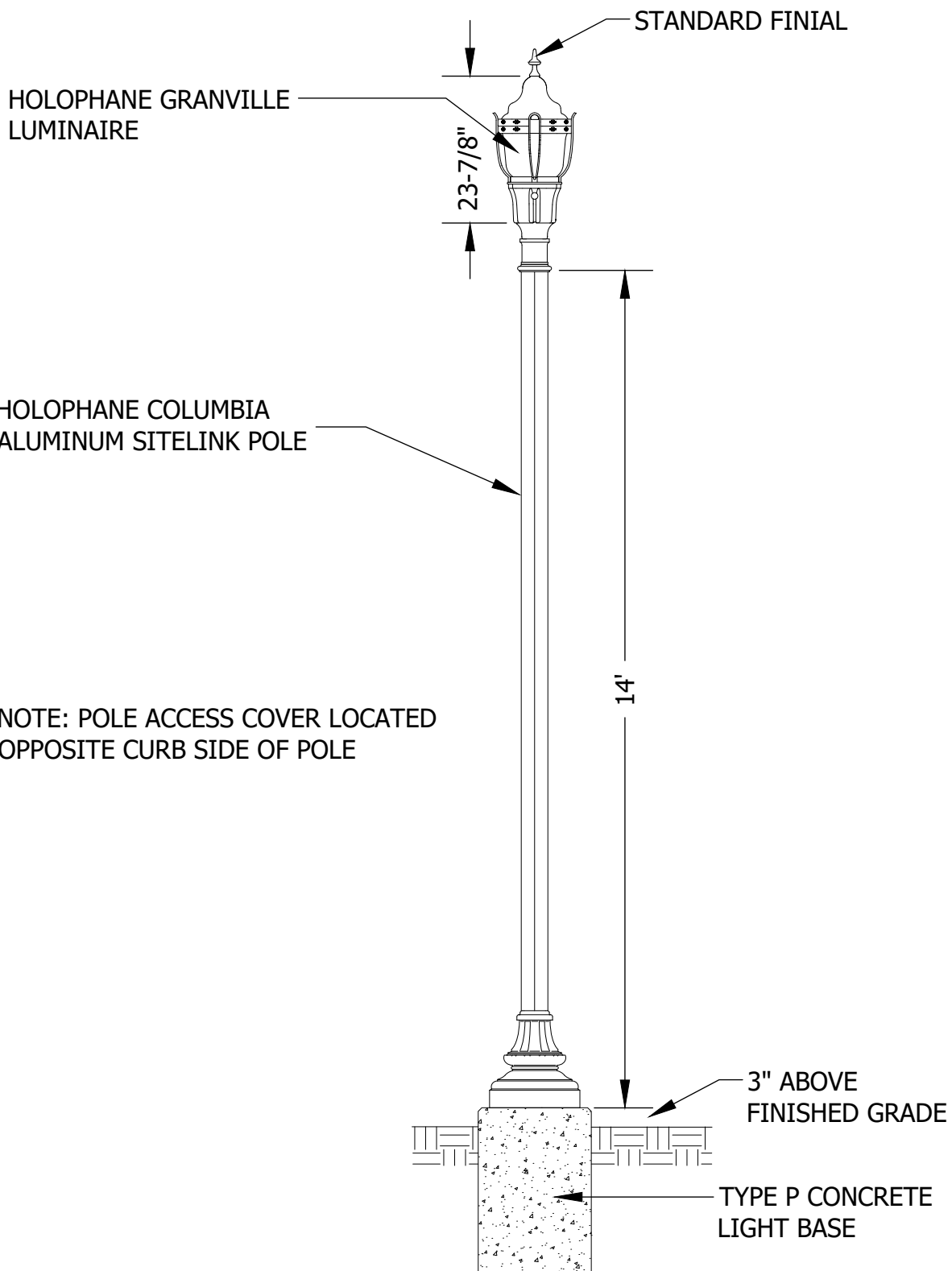
COTTAGE GROVE, MINNESOTA

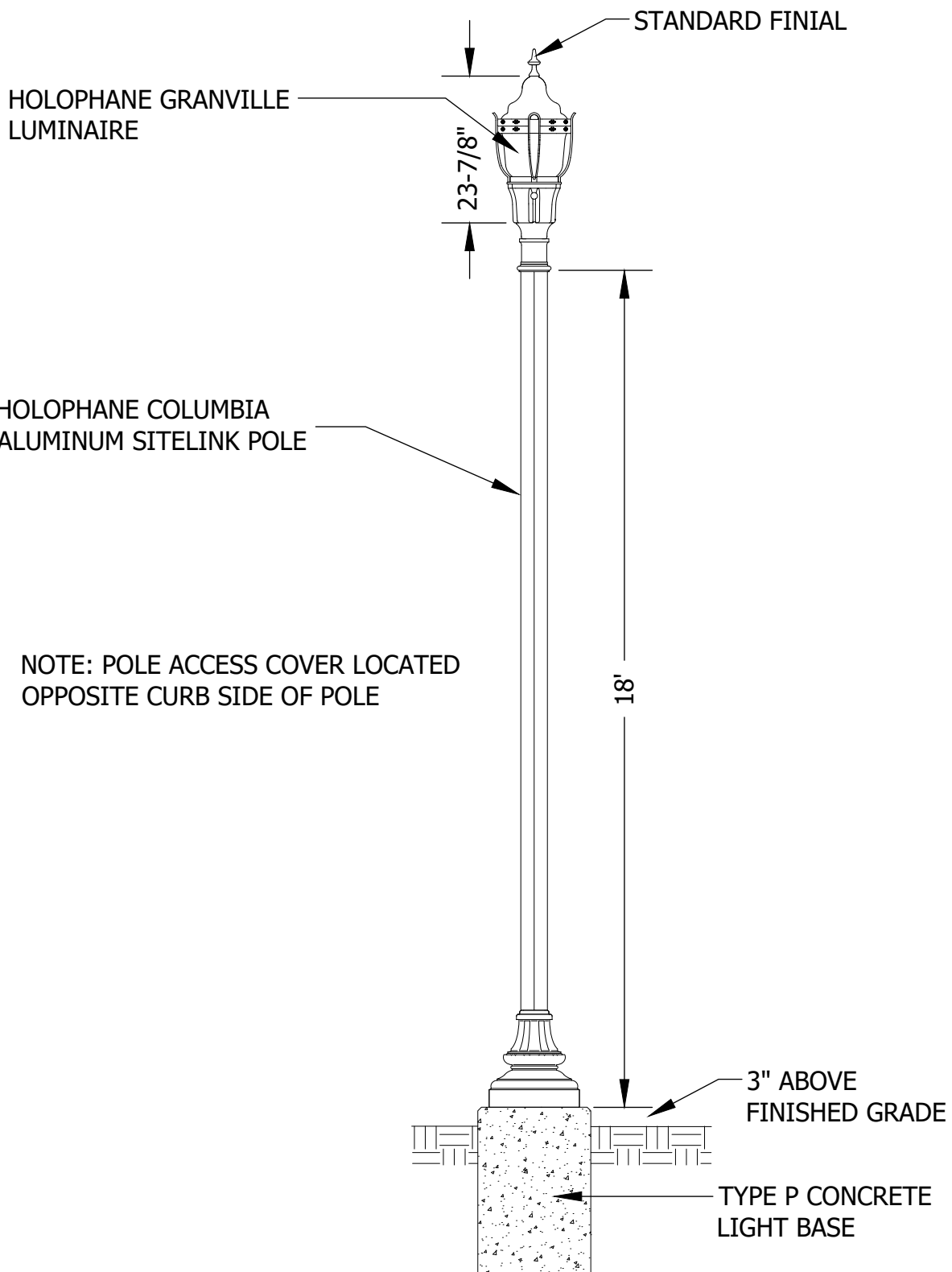
JANUARY 2025

PLATE NO.
LGT-6



NOTE: POLE ACCESS COVER LOCATED OPPOSITE CURB SIDE OF POLE

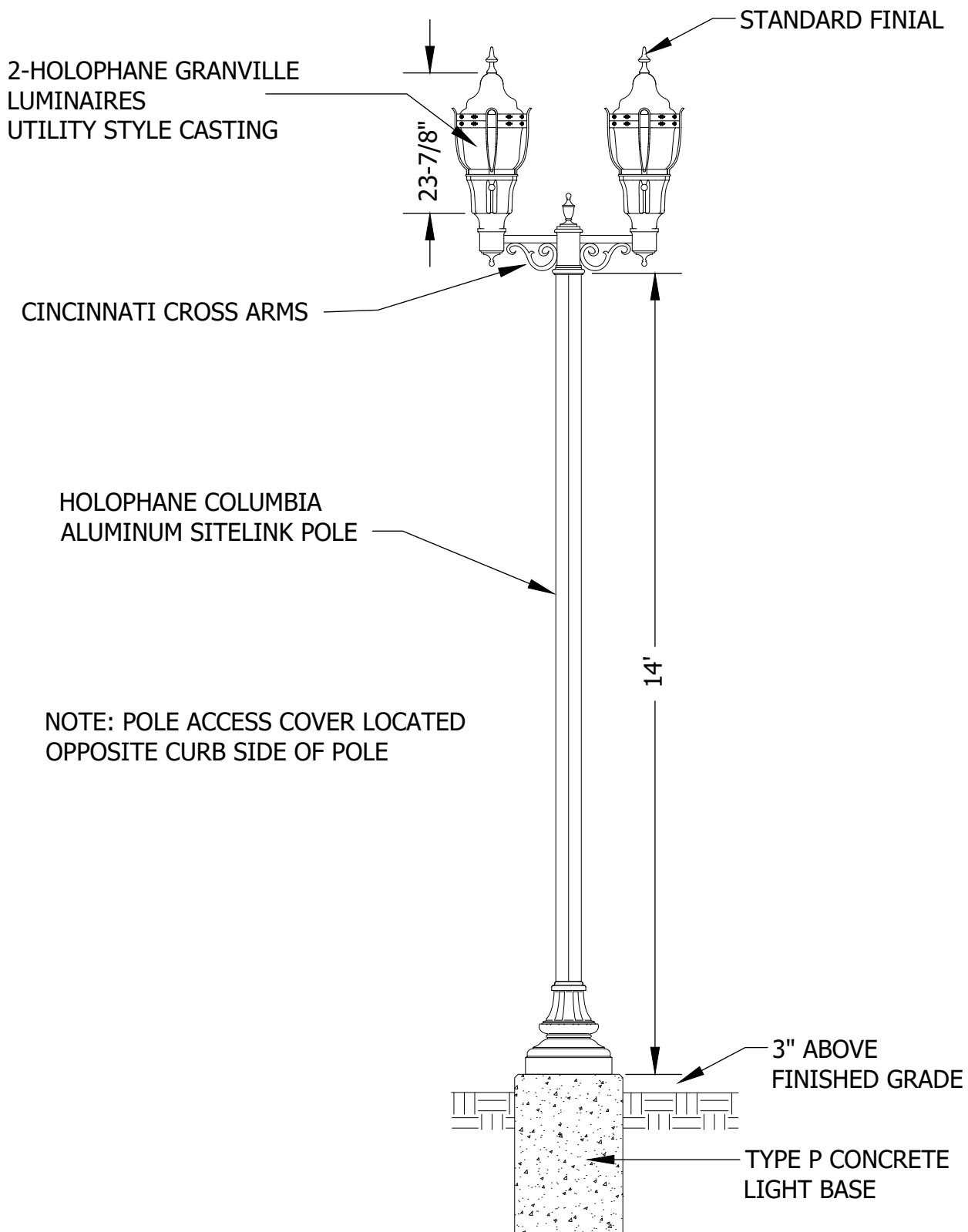




STANDARD DETAILS
LIGHT POLE TYPE P2
RAVINE SINGLE LED FIXTURE 18 FOOT
COTTAGE GROVE, MINNESOTA

JANUARY 2025

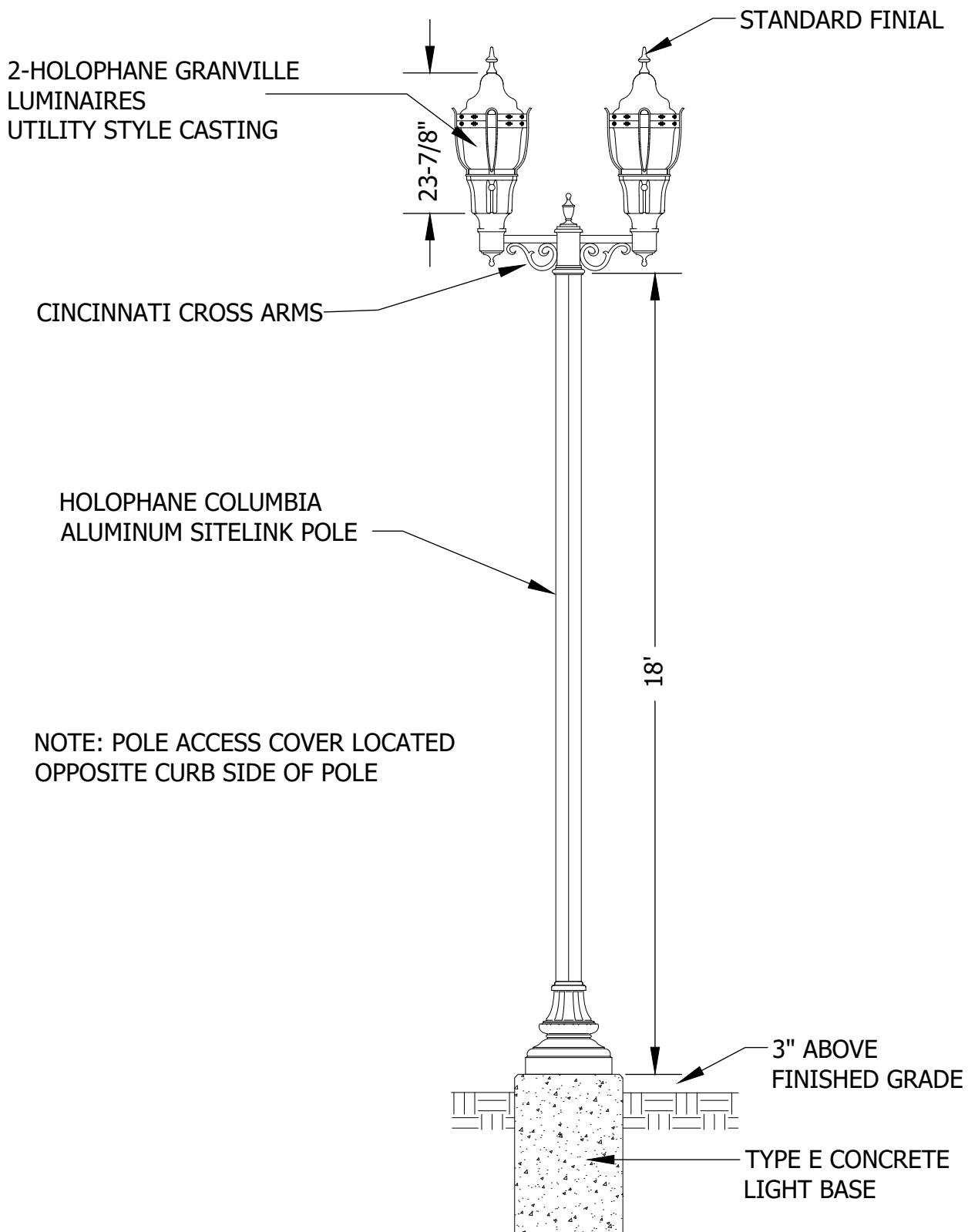
PLATE NO.
LGT-9



STANDARD DETAILS
 LIGHT POLE TYPE P3
 RAVINE DOUBLE LED FIXTURE 14 FOOT
 COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
LGT-10



STANDARD DETAILS
LIGHT POLE TYPE E1
RAVINE DOUBLE LED FIXTURE 18 FOOT
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
LGT-11

AMERICAN ELECTRIC
AUTOBAHN SERIES

3'
STAND OFF

HOLOPHANE
STANDARD
MAST ARM

HOLOPHANE STANDARD POLE

20'

HAND HOLE AND
COVER PLATE

3.0'
TYP.

3" ABOVE
FINISHED GRADE

STREET CURB

FINISHED GRADE

TYPE P CONCRETE LIGHT BASE

NOTE: POLE ACCESS COVER LOCATED OPPOSITE CURB SIDE OF POLE

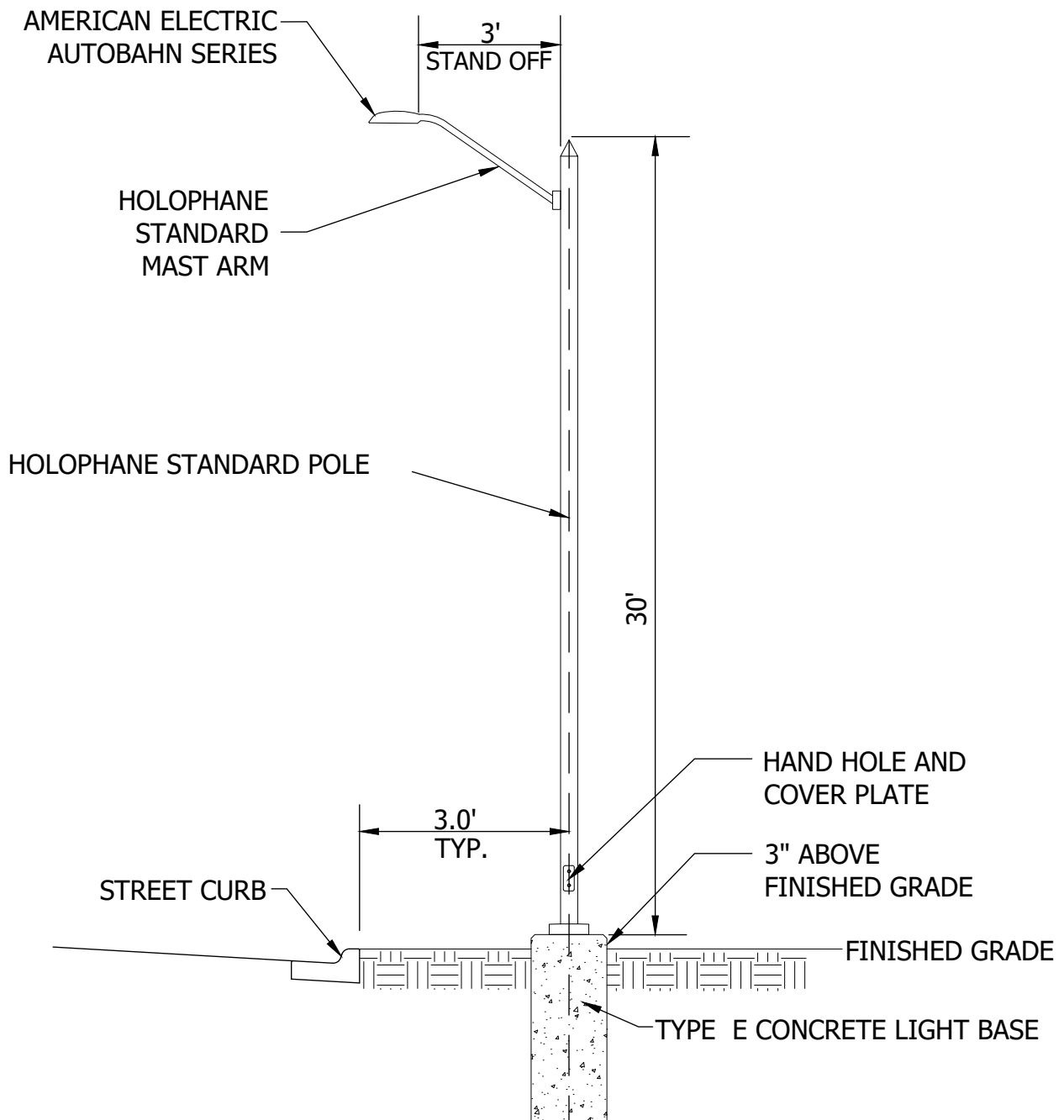


STANDARD DETAILS

LIGHT POLE TYPE P4
COBRA HEAD LED FIXTURE 20 FOOT
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
LGT-12



STANDARD DETAILS
LIGHT POLE TYPE E2
COBRA HEAD LED FIXTURE 30 FOOT
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
LGT-13

HOLOPHANE LUMINAIRE
PAINTED SHALLOW
SKIRT HOLOPHANE
BRONZE BOWL GLASS

6'

OPENING AND WATER
TIGHT COVER FOR
OPTIONAL 20 AMP 120V
GFCI RECEPTACLE AND IN
USE COVER LOCATED 29 FT
FROM THE BASE OF THE
POLE.

HOLOPHANE WADSWORTH
ALUMINUM POLE

30'

31' - 11" (NOMINAL HEIGHT)

NOTE: POLE ACCESS COVER
LOCATED OPPOSITE CURB
SIDE OF POLE

STREET CURB

3'-0"
TYP.

3" ABOVE FINISHED
GRADE
TYPE F CONCRETE
LIGHT BASE



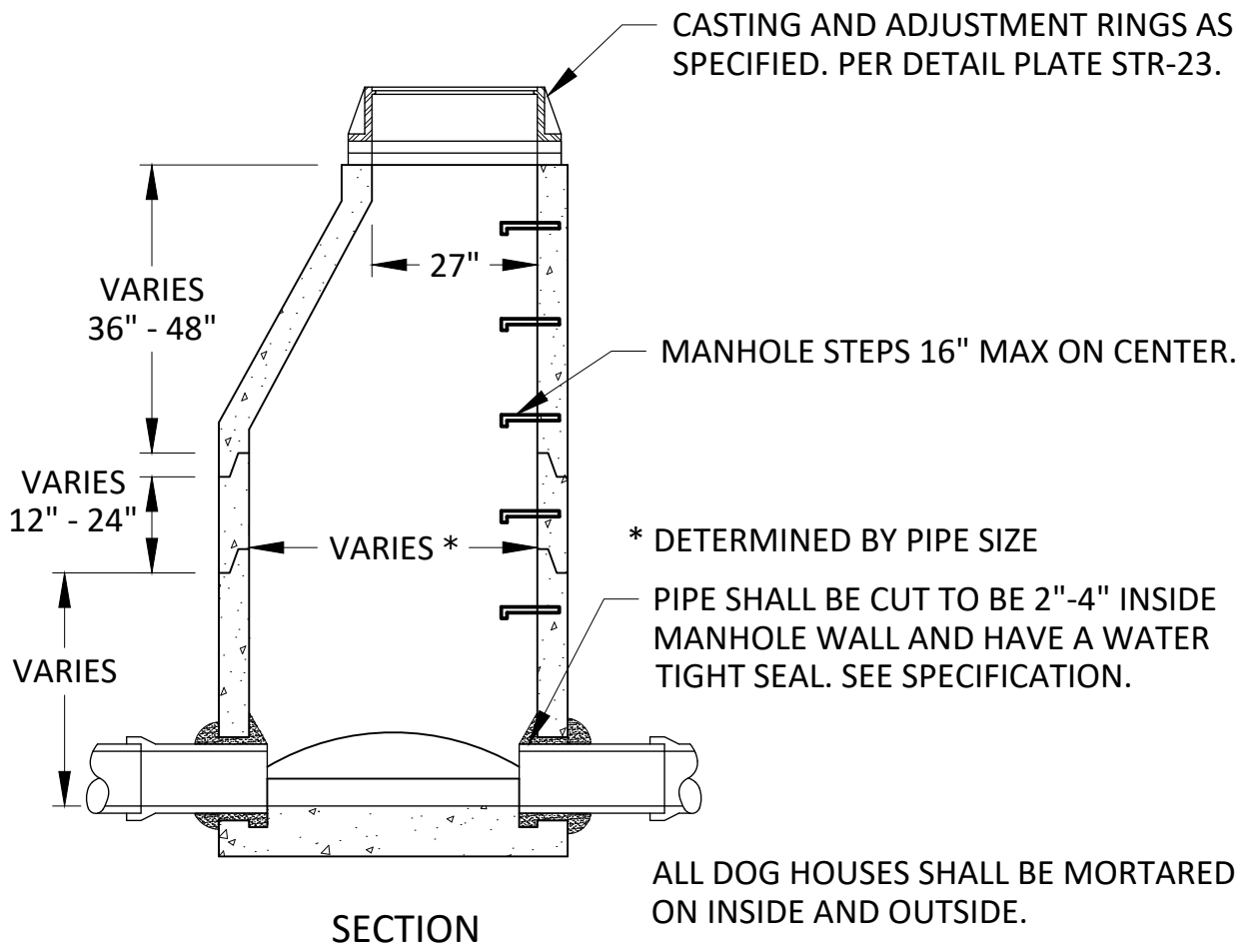
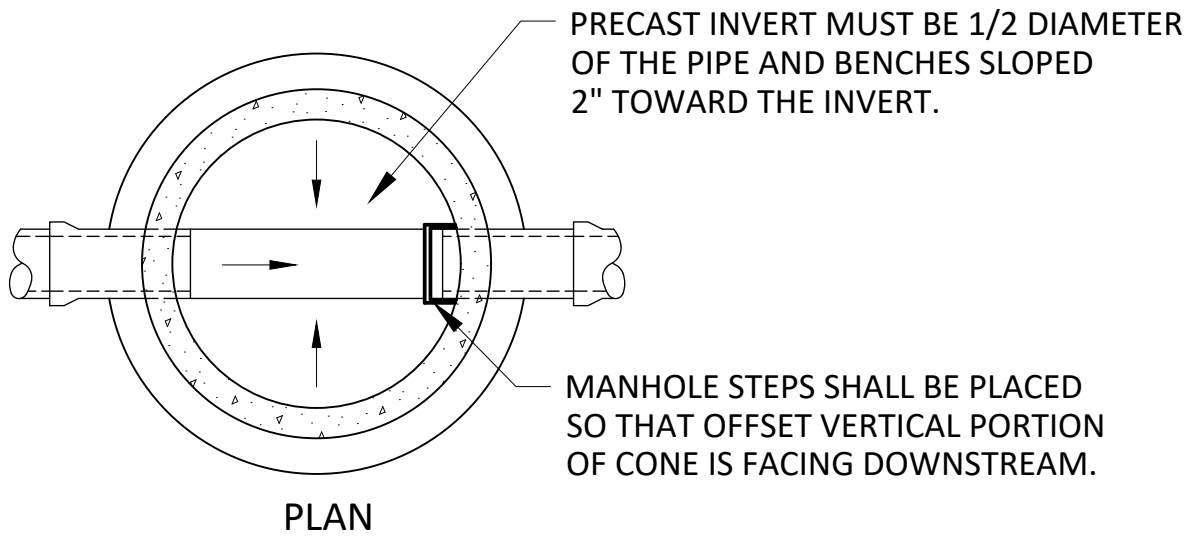
**Cottage
Grove**
Where Pride and Prosperity Meet

STANDARD DETAILS

LIGHT POLE TYPE F1
LED LIGHTING UNIT 31 FOOT - 11 INCH
COTTAGE GROVE, MINNESOTA

JANUARY 2025

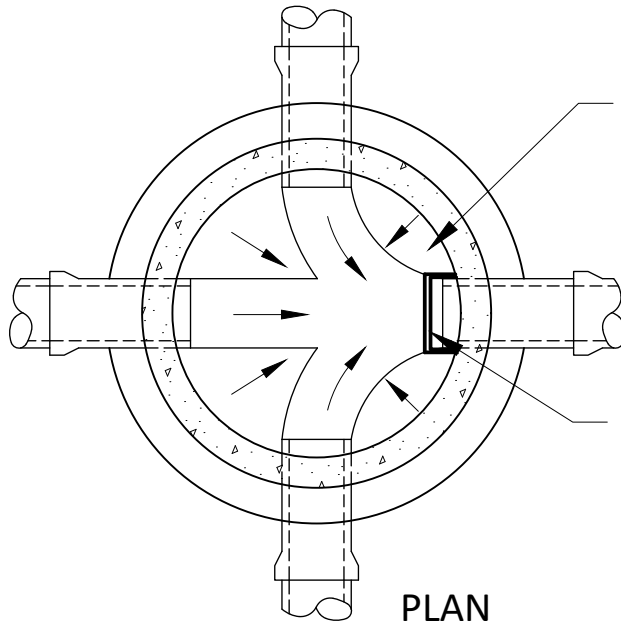
PLATE NO.
LGT-14



STANDARD DETAILS
SANITARY SEWER MANHOLE
COTTAGE GROVE, MINNESOTA

JANUARY 2025

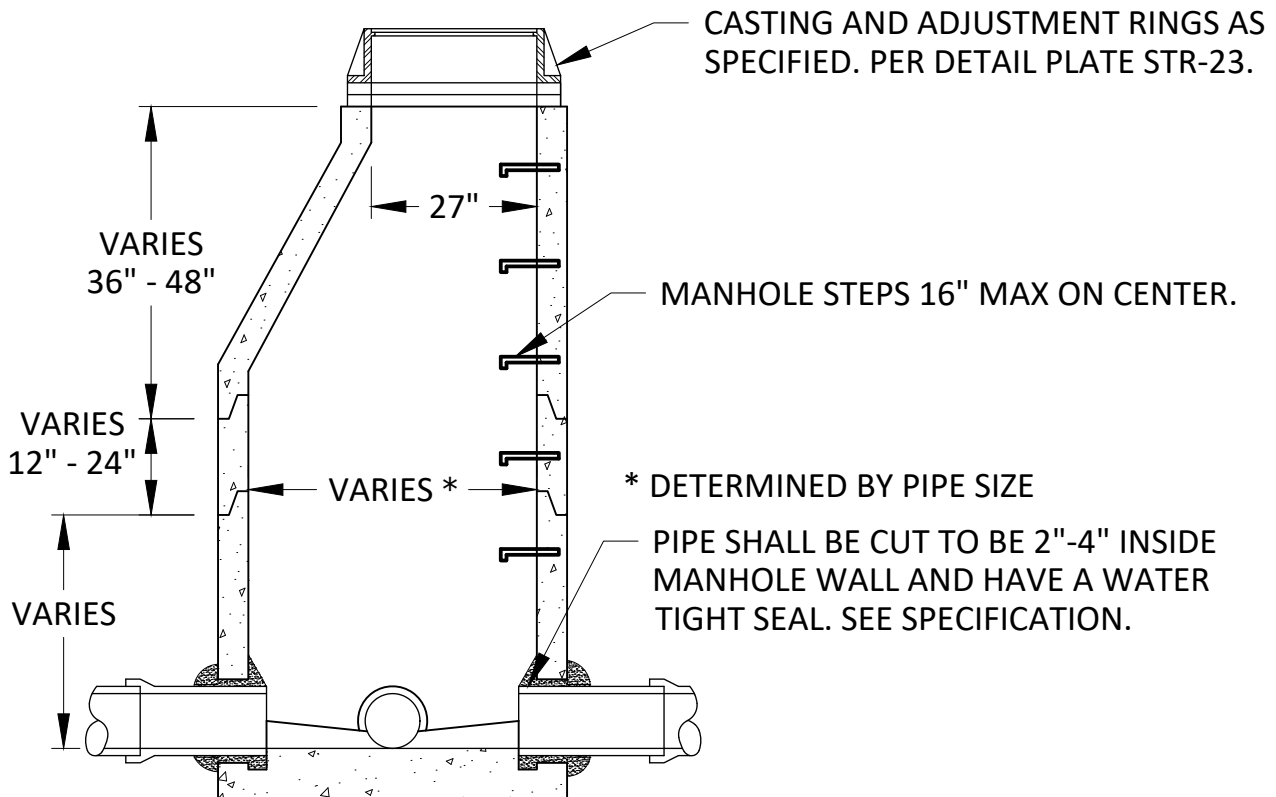
PLATE NO.
SAN-1



PRECAST INVERT MUST BE 1/2 DIAMETER OF THE PIPE AND BENCHES SLOPED 2" TOWARD THE INVERT.

MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.

PLAN



CASTING AND ADJUSTMENT RINGS AS SPECIFIED. PER DETAIL PLATE STR-23.

MANHOLE STEPS 16" MAX ON CENTER.

* DETERMINED BY PIPE SIZE

PIPE SHALL BE CUT TO BE 2"-4" INSIDE MANHOLE WALL AND HAVE A WATER TIGHT SEAL. SEE SPECIFICATION.

ALL DOG HOUSES SHALL BE MORTARED ON INSIDE AND OUTSIDE.

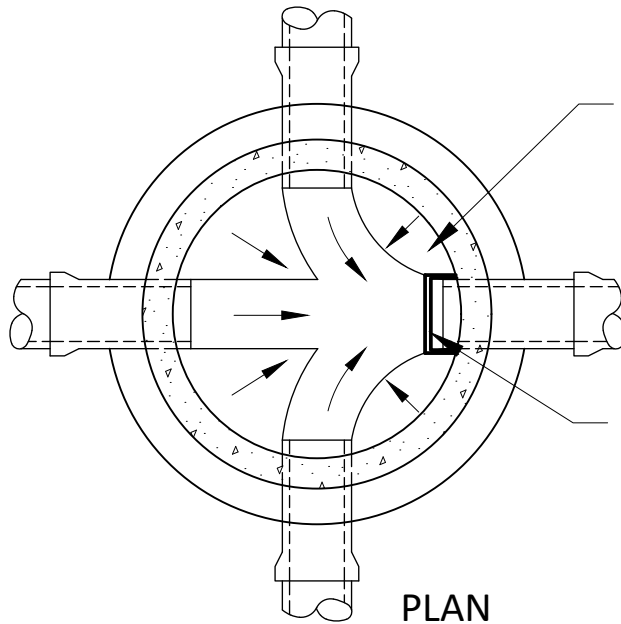
SECTION



STANDARD DETAILS
SANITARY SEWER
JUNCTION MANHOLE
COTTAGE GROVE, MINNESOTA

JANUARY 2025

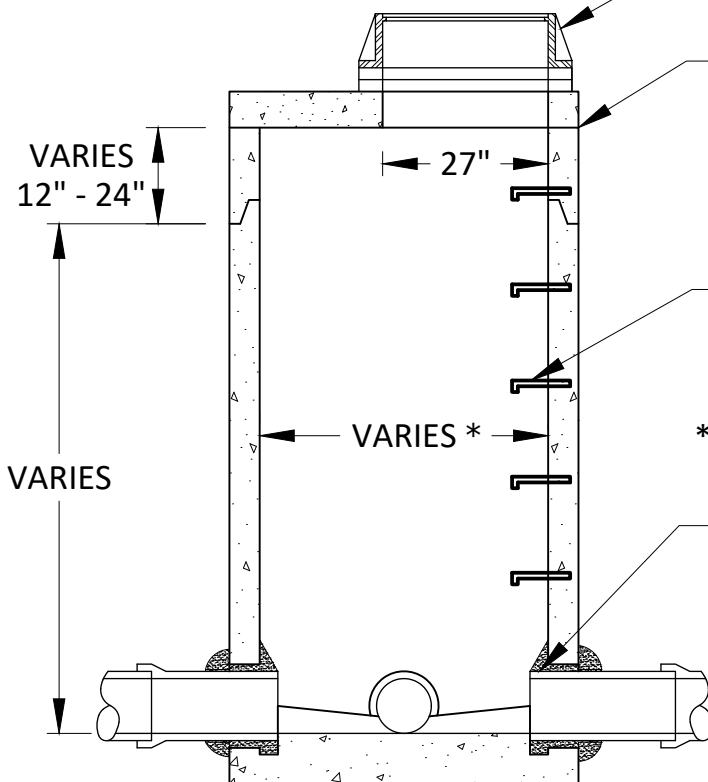
PLATE NO.
SAN-2



PRECAST INVERT MUST BE 1/2 DIAMETER OF THE PIPE AND BENCHES SLOPED 2" TOWARD THE INVERT.

MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.

PLAN



CASTING AND ADJUSTMENT RINGS AS SPECIFIED. PER DETAIL PLATE STR-23.

TOP OF BARREL SECTION BELOW TOP SLAB TO HAVE FLAT TOP EDGE SEALED WITH 2 BEADS OF RAMNEK OR EQUAL.

MANHOLE STEPS 16" MAX ON CENTER.

* DETERMINED BY PIPE SIZE

PIPE SHALL BE CUT TO BE 2"-4" INSIDE MANHOLE WALL AND HAVE A WATER TIGHT SEAL. SEE SPECIFICATION.

ALL DOG HOUSES SHALL BE MORTARED ON INSIDE AND OUTSIDE.

SECTION



STANDARD DETAILS
SANITARY SEWER JUNCTION MANHOLE
WITH REINFORCED TOP SLAB
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
SAN-3

CASTING AND
ADJUSTMENT RINGS
AS SPECIFIED. PER
DETAIL PLATE STR-23.

CUT OFF TOP
PORTION OF TEE

TEE DETAIL

12" MIN

27"
36" - 48"

4' DIA

4'X5' MANHOLE TRANSITION

MANHOLE STEPS 16" MAX ON CENTER.

HOLE FOR TEE SHALL BE 4" LARGER
THAN PIPE SIZE TO ALLOW BELL TO BE
POSITIONED INSIDE MANHOLE WALL.
DOGHOUSES SHALL BE MORTARED TO
PROVIDE A WATER TIGHT SEAL.

ALL DROP MANHOLES SHALL BE LINED
UNLESS OTHERWISE NOTED.*

STAINLESS STEEL PIPE BRACKET *
(MIN 2 REQUIRED, 5' SPACING)

90° BEND *. INSTALL 0.2' ABOVE
THROUGH INVERT. POSITION BEND
TO ANGLE DOWNSTREAM.

PIPE SHALL BE CUT TO BE 2"-4" INSIDE
MANHOLE WALL AND HAVE A WATER
TIGHT SEAL. SEE SPECIFICATION.

INVERT AND BENCHES ARE TO BE
POURED IN THE FIELD AND INCLUDE
THE 90° BEND. INVERT SHOULD BE
1/2 DIAMETER OF PIPE AND BENCHES
SLOPED 2" TOWARD INVERT.

ALL DOG HOUSES SHALL BE MORTARED
ON INSIDE AND OUTSIDE.

VARIES
12" - 24"
20' C-900
(SIZE VARIES)

TEE MODIFIED *
(SEE ABOVE)

C-900 DROP
(LENGTH & SIZE VARIES)

2" - 3"

* SEE SPECIFICATIONS

SECTION



**Cottage
Grove**

Where Pride and Prosperity Meet

STANDARD DETAILS

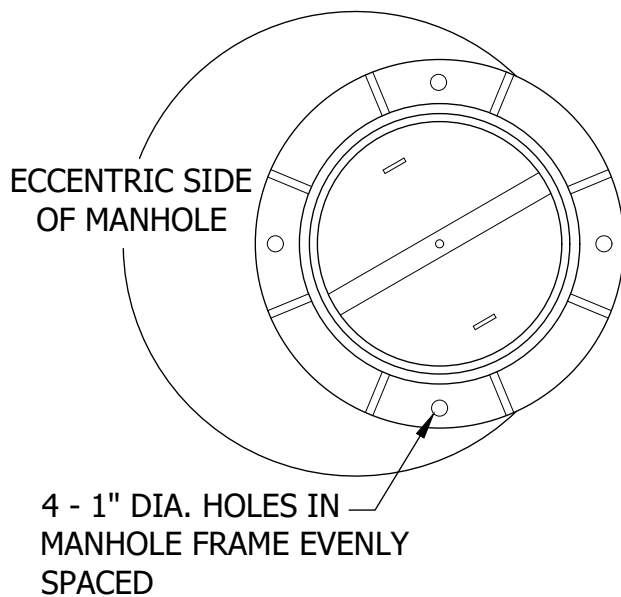
SANITARY SEWER
DROP INLET MANHOLE

COTTAGE GROVE, MINNESOTA

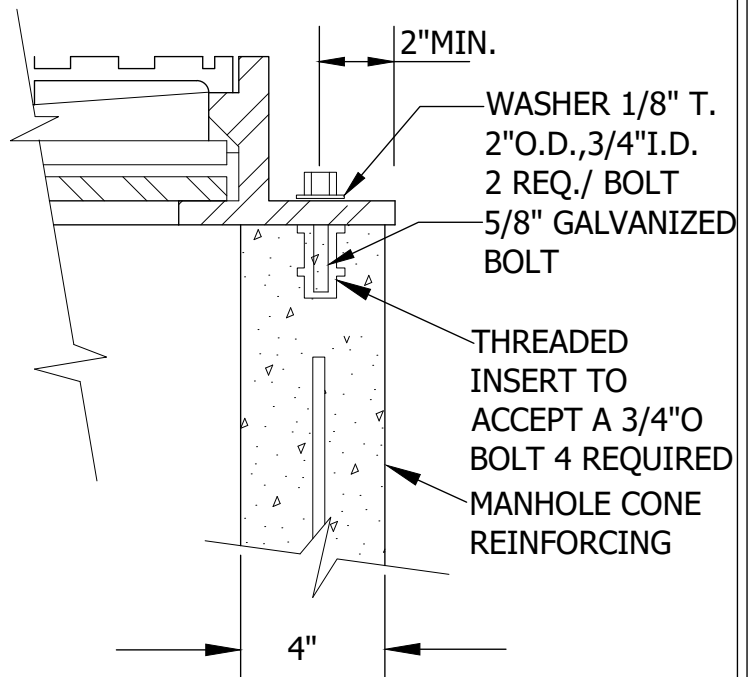
JANUARY 2025

PLATE NO.

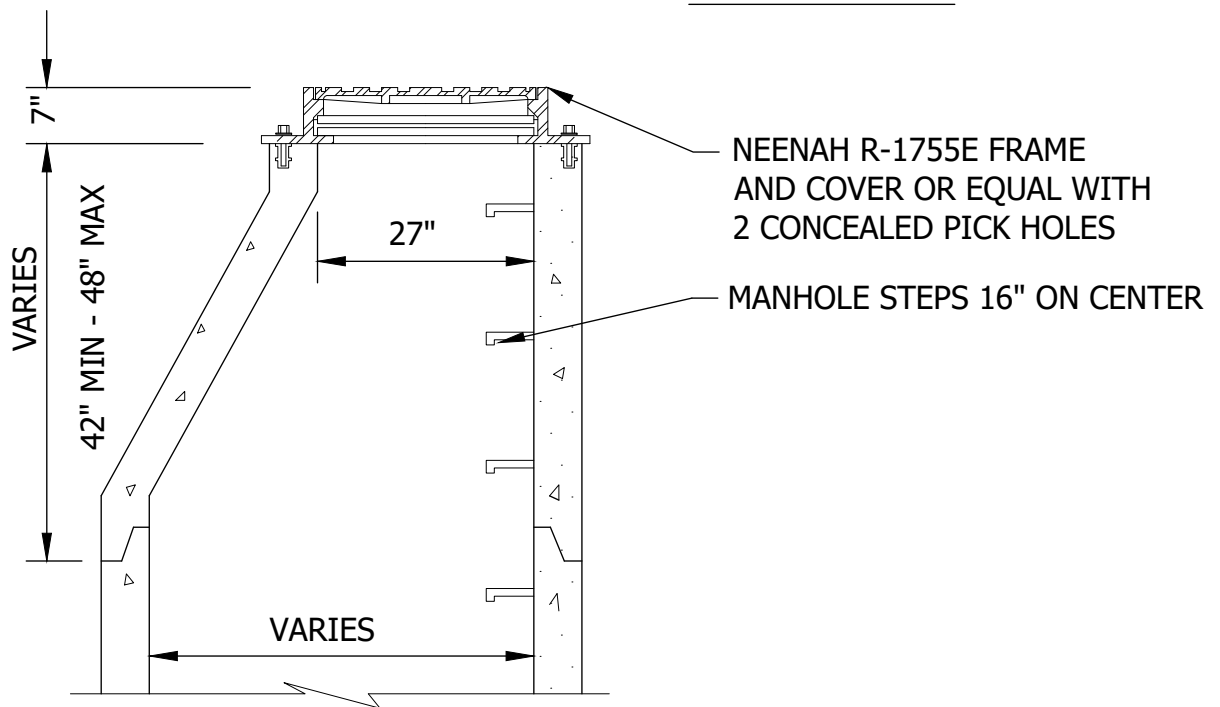
SAN-4



PLAN VIEW TOP COVER REMOVED



TIE DOWN DETAIL



ECCENTRIC WATERTIGHT MANHOLE



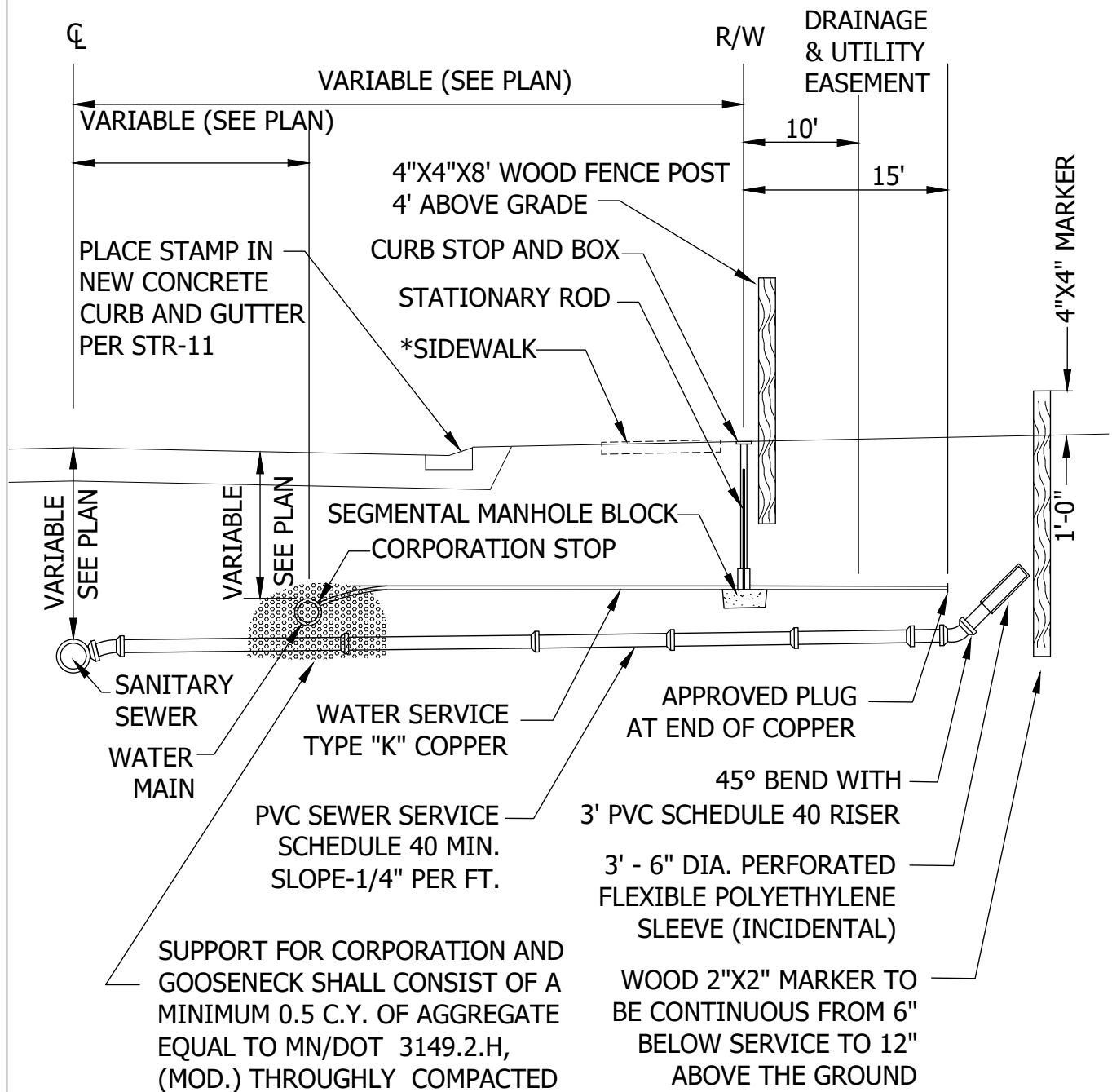
STANDARD DETAILS
WATERTIGHT CASTING FOR
SANITARY SEWER MANHOLE
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
SAN-5

NOTES:

- ① REF. SER-11 FOR CURB STOP AND BOX THAT FALL WITHIN BITUMINOUS OR CONCRETE.
- ② *EXTEND CURB STOP 1' BEYOND R/W WHEN SIDEWALK IS PRESENT.

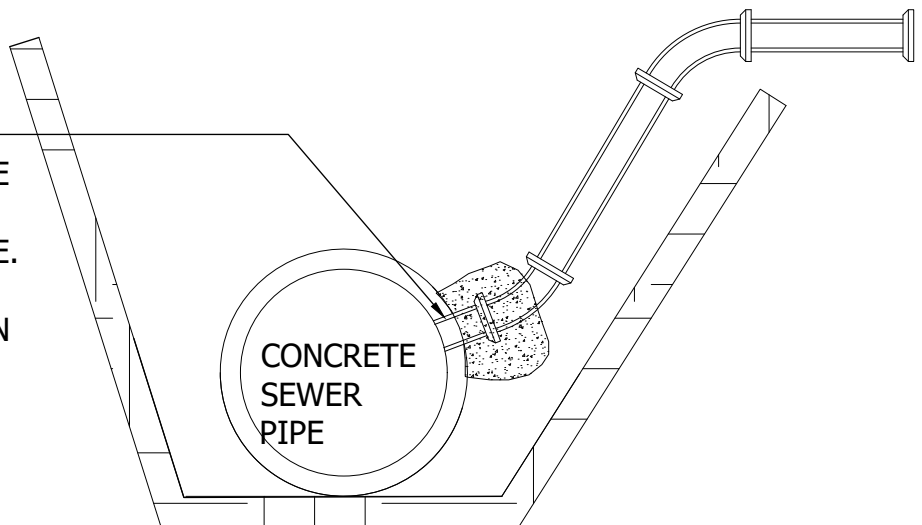


STANDARD DETAILS
RESIDENTIAL SEWER AND WATER SERVICE CONNECTIONS
COTTAGE GROVE, MINNESOTA

JANUARY 2025

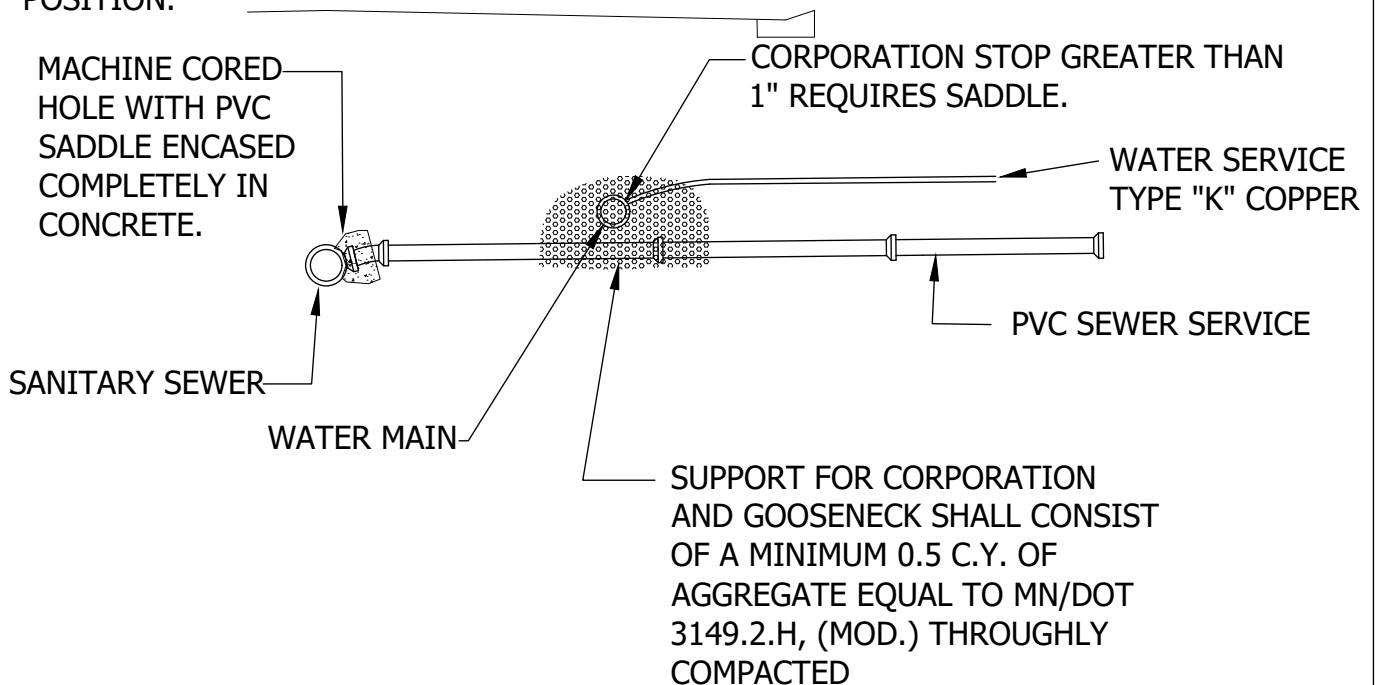
PLATE NO.
SER-1

MACHINE CORED HOLE WITH CAST IRON SADDLE WITH STAINLESS STEEL BANDS AROUND THE PIPE. THE SADDLE TO BE COMPLETELY ENCASED IN CONCRETE.



CONCRETE SANITARY OR STORM SEWER

NOTE: SERVICE CONNECTIONS TO BE AT 2 O'CLOCK OR 10 O'CLOCK POSITION.



WATER AND PVC SANITARY SEWER



STANDARD DETAILS
PRIVATE CONNECTIONS TO
PUBLIC UTILITIES

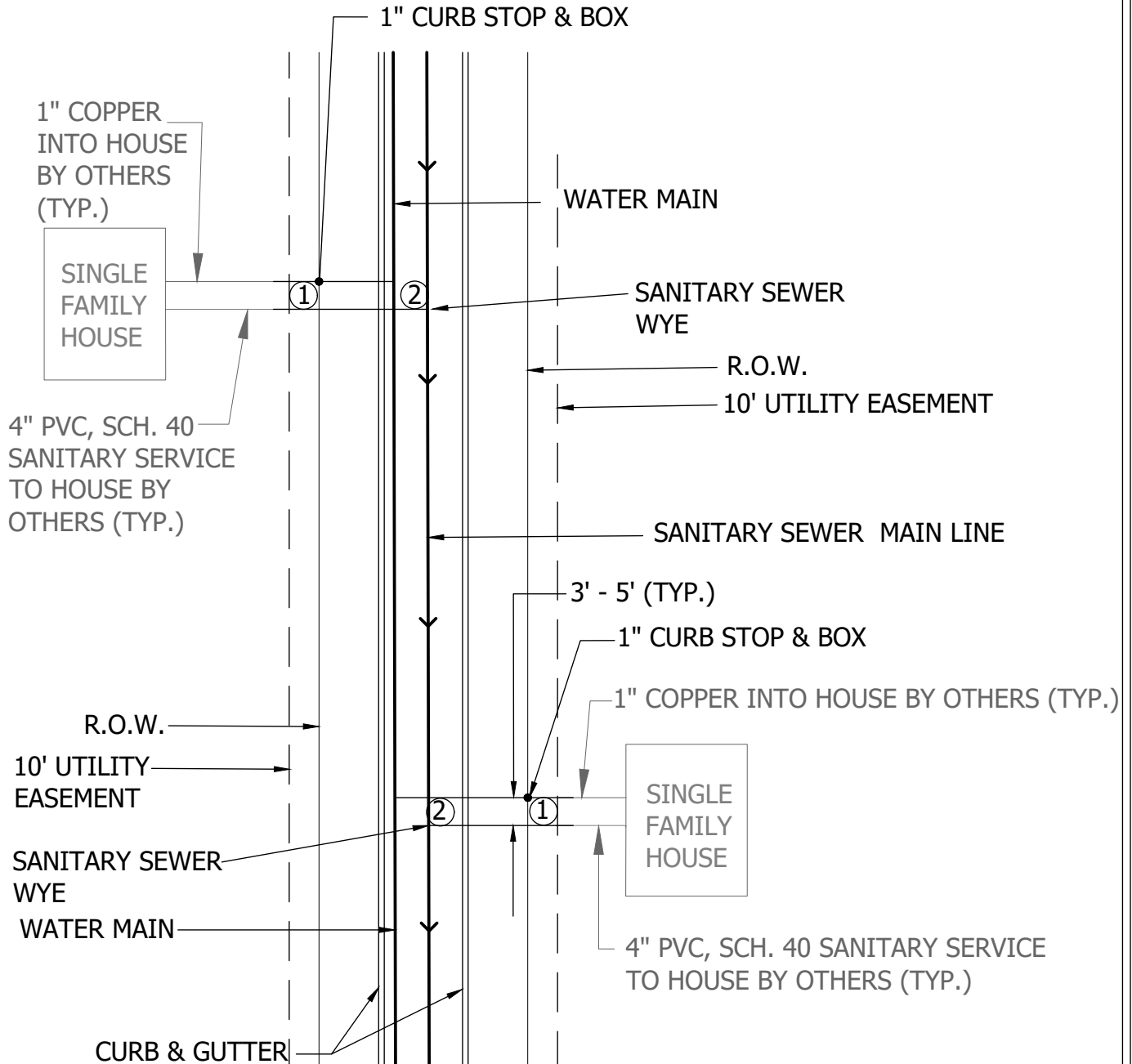
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
SER-2

CONTRACTOR TO PROVIDE THE FOLLOWING DIMENSIONS:

- ① CURB STOP TO SANITARY SEWER PIPE (PERPENDICULAR TO COPPER).
- ② SANITARY SEWER PIPE TO COPPER WATER LINE (PERPENDICULAR TO COPPER ALONG SANITARY SEWER MAIN) OR CORPORATION STOP TO SANITARY SEWER SERVICE LINE (PERPENDICULAR TO COPPER WATER LINE).
- ③ EXTEND CURB STOP 1' BEYOND R/W WHEN SIDEWALK IS PRESENT.



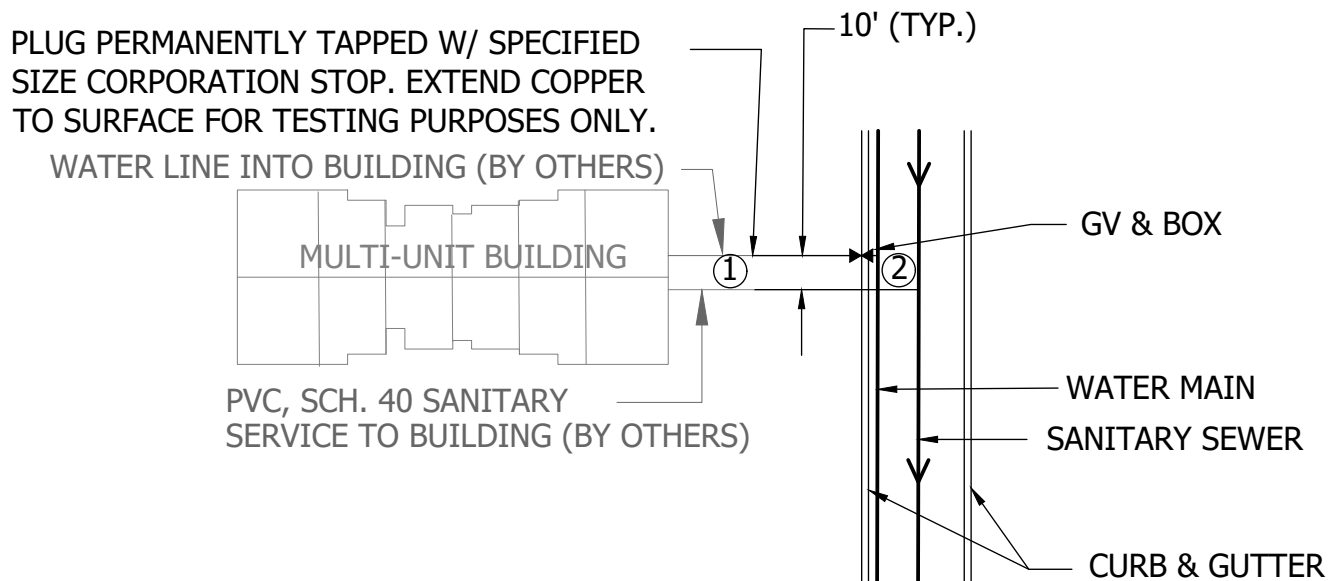
STANDARD DETAILS
 LOCATING REQUIREMENTS FOR
 SINGLE FAMILY HOUSES
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
SER-5

CONTRACTOR TO PROVIDE THE FOLLOWING DIMENSIONS:

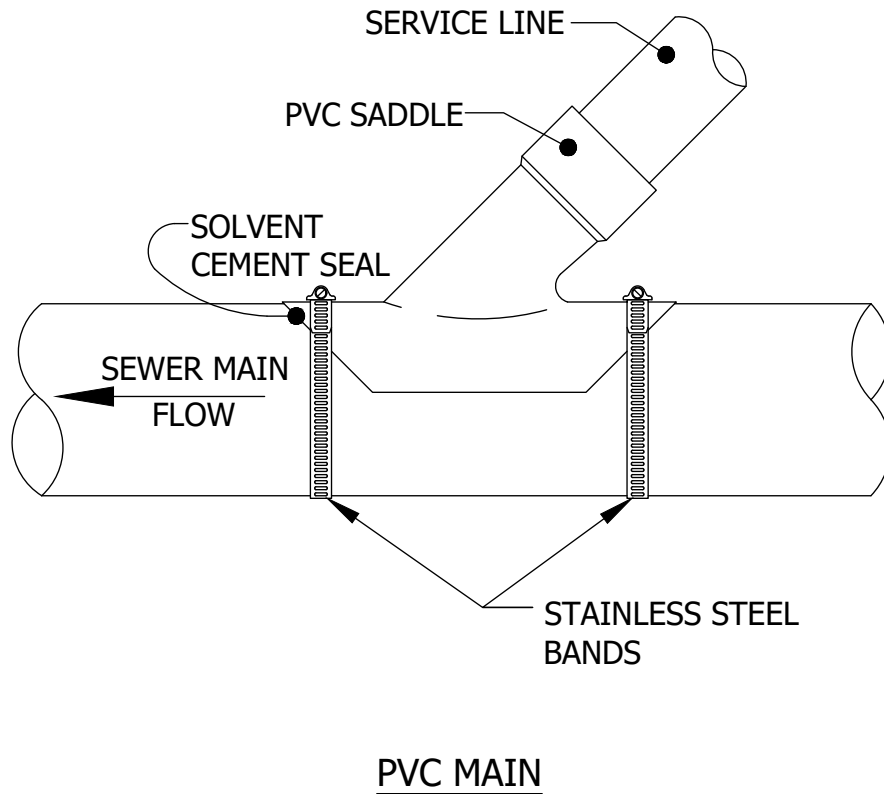
- ① WATER LINE PLUG TO SANITARY SEWER PLUG (PERPENDICULAR TO WATER LINE).
- ② SANITARY SEWER PIPE TO WATER LINE (PERPENDICULAR TO WATER LINE ALONG SANITARY SEWER MAIN) OR WATER MAIN TEE TO SANITARY SEWER LINE (PERPENDICULAR TO WATER LINE).
- ③ EXTEND CURB STOP 1' BEYOND R/W WHEN SIDEWALK IS PRESENT.



STANDARD DETAILS
LOCATING REQUIREMENTS FOR
MULTI-UNIT AND COMMERCIAL BUILDINGS
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
SER-6



NOTES:

1. PVC SOLVENT CEMENT SHALL BE USED FOR PVC SADDLES.

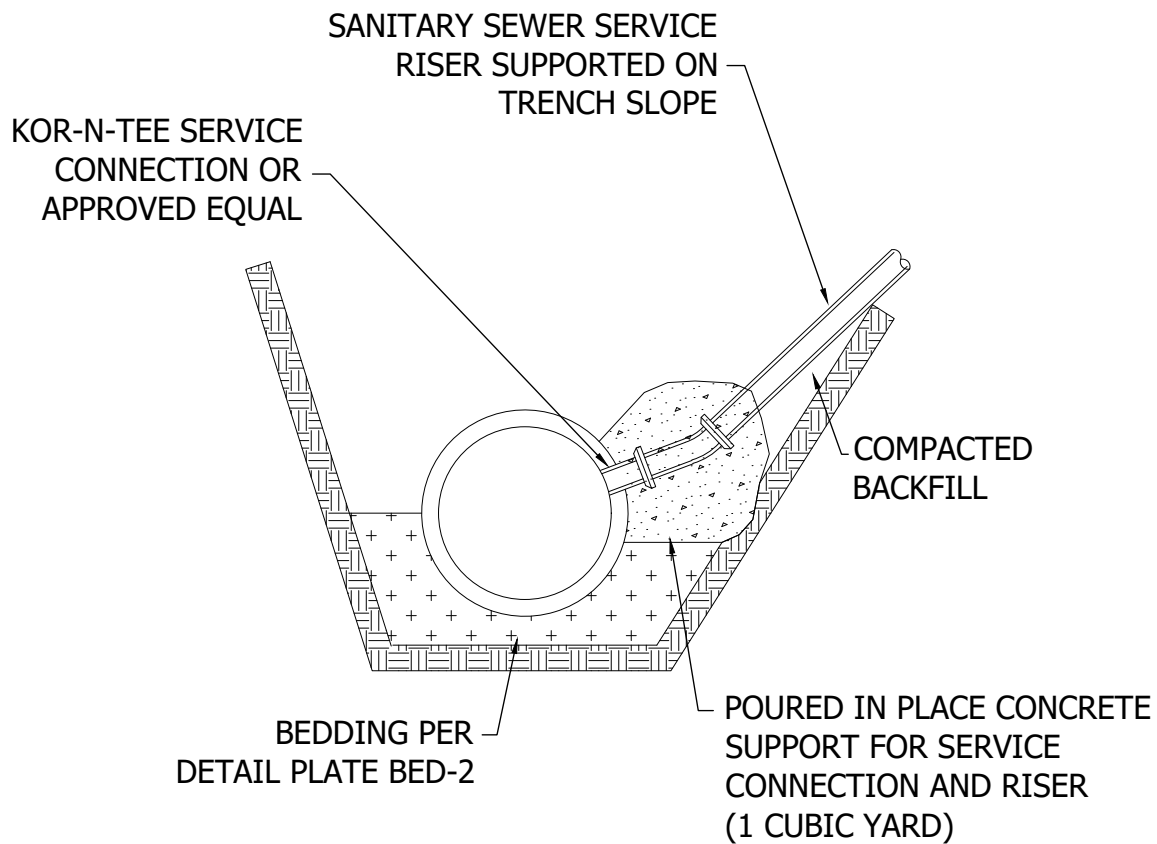


STANDARD DETAILS
PVC SANITARY SERVICE SADDLE
CONNECTION
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
SER-7

NOTE:
SERVICE CONNECTIONS
TO BE AT 2 O'CLOCK OR 10 O'CLOCK

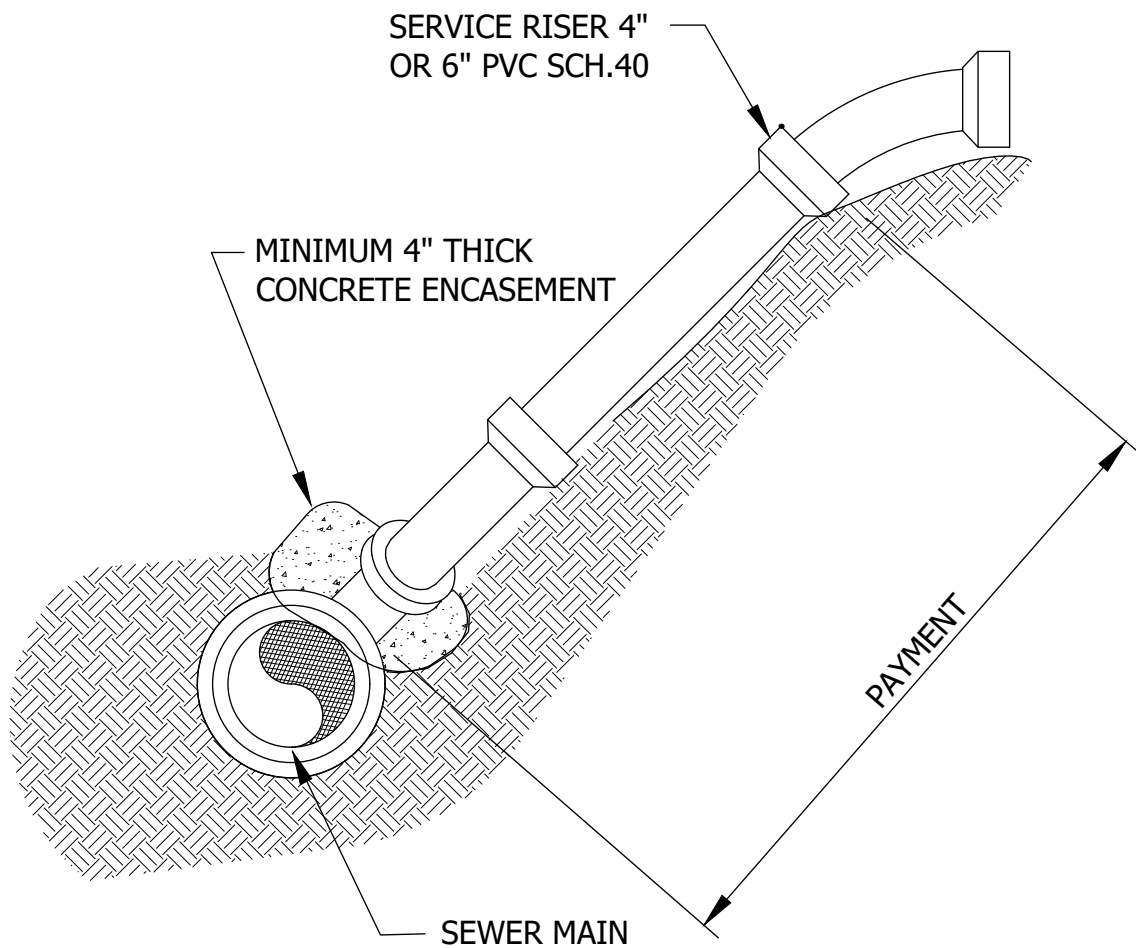


STANDARD DETAILS
SERVICE CONNECTION TO RCP

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
SER-8



**Cottage
Grove**
Where Pride and Prosperity Meet

STANDARD DETAILS

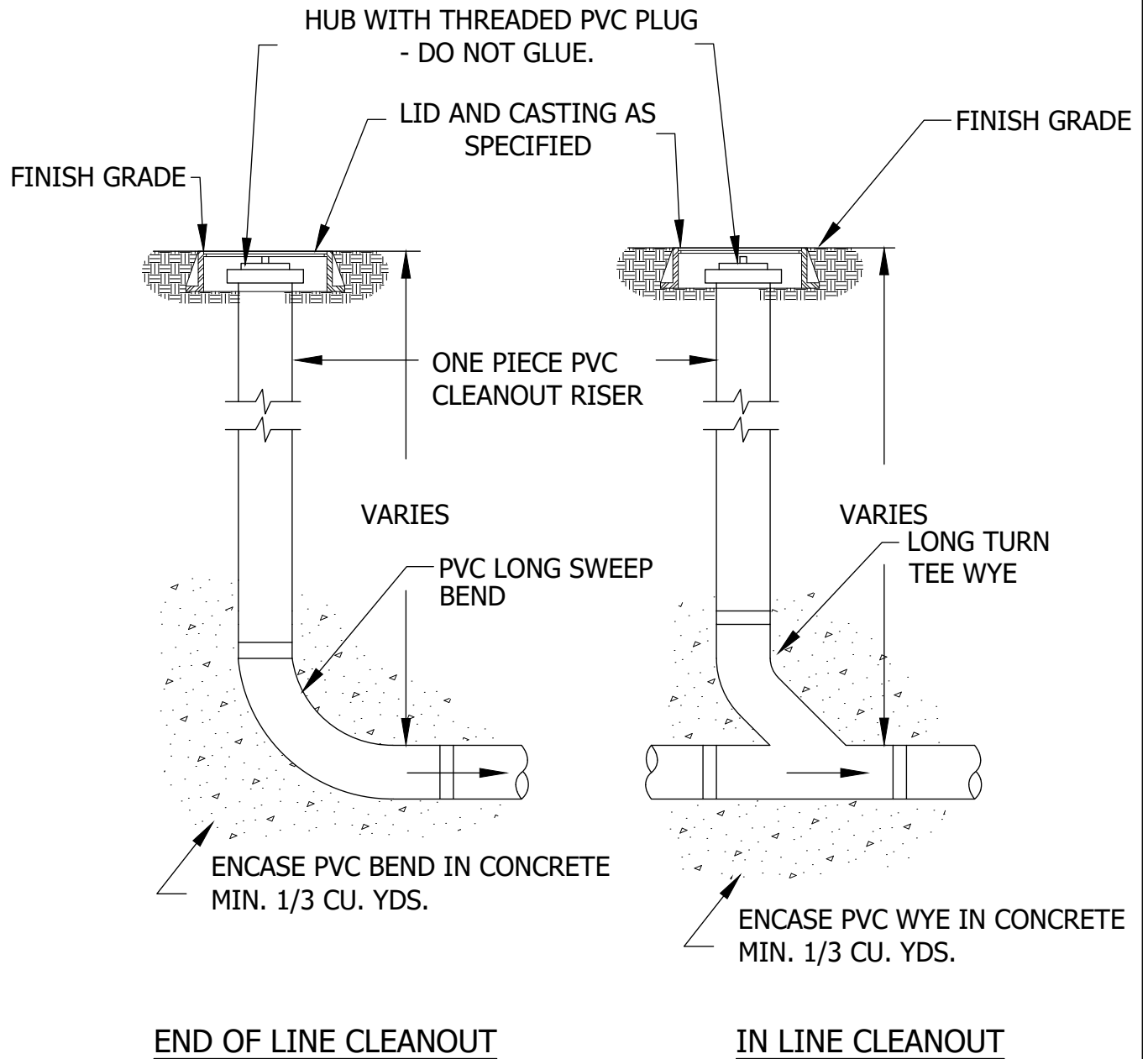
SERVICE RISER

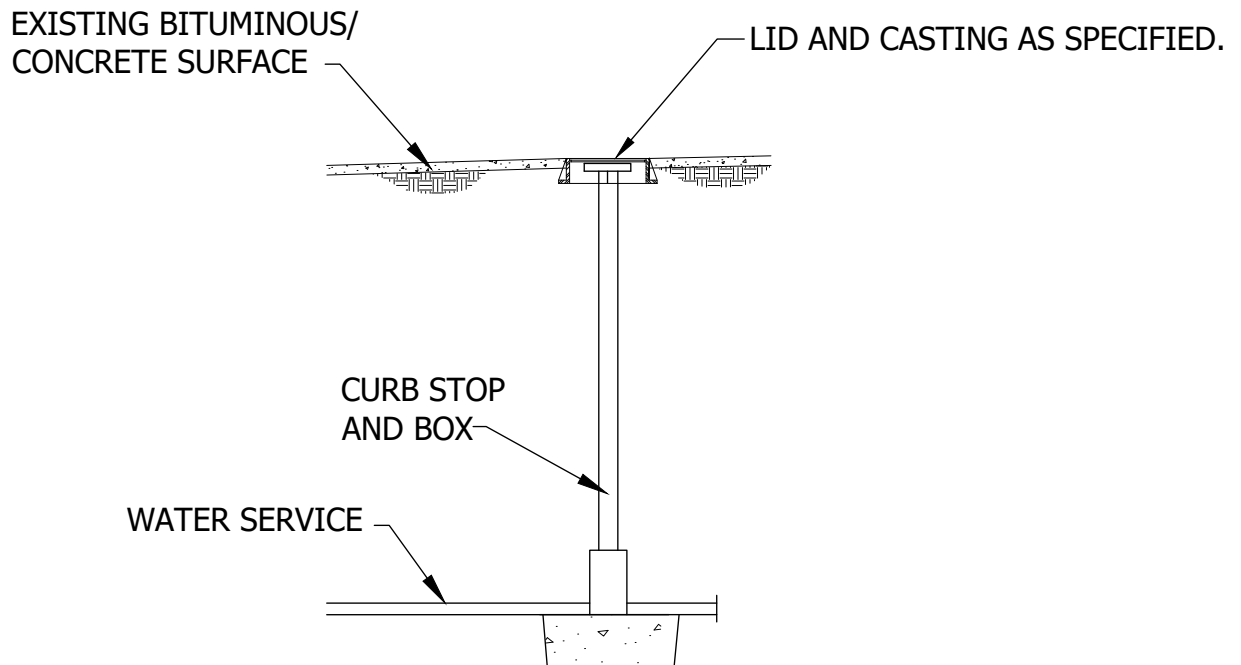
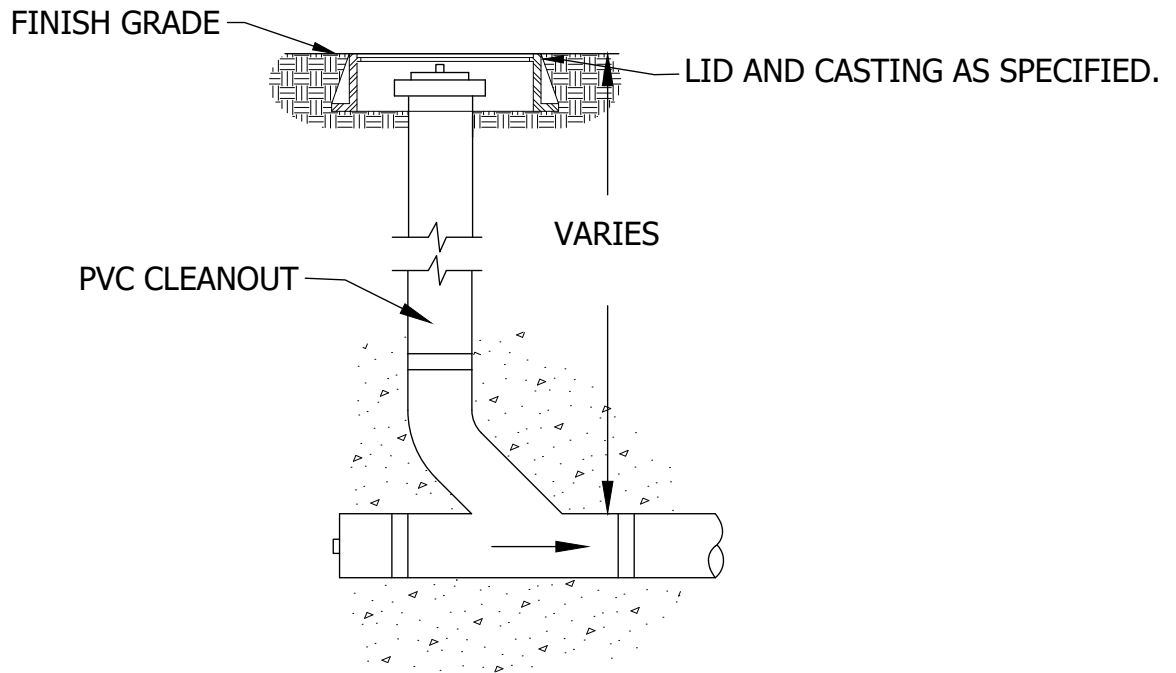
COTTAGE GROVE, MINNESOTA

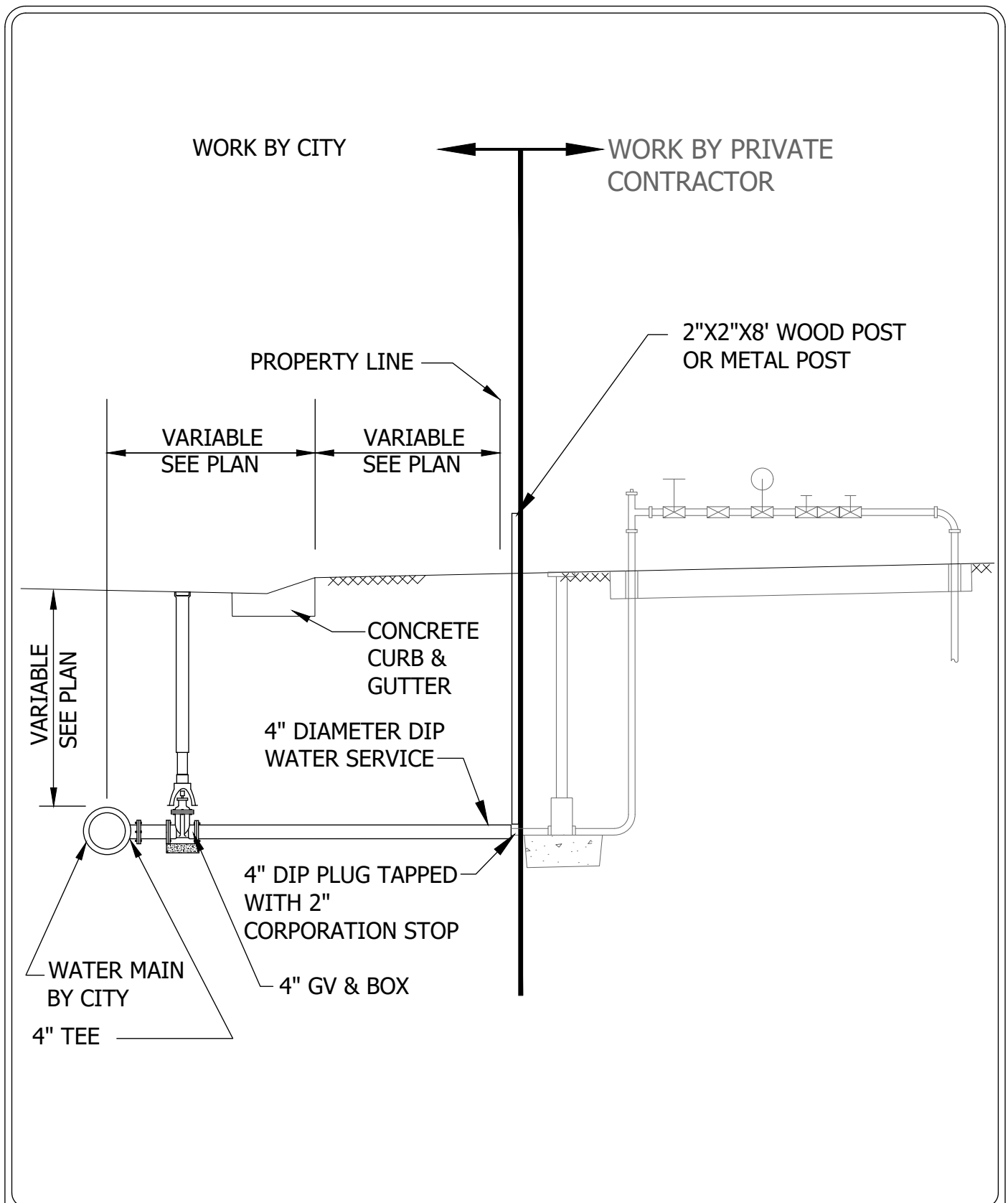
JANUARY 2025

PLATE NO.

SER-9







STANDARD DETAILS
IRRIGATION SERVICE

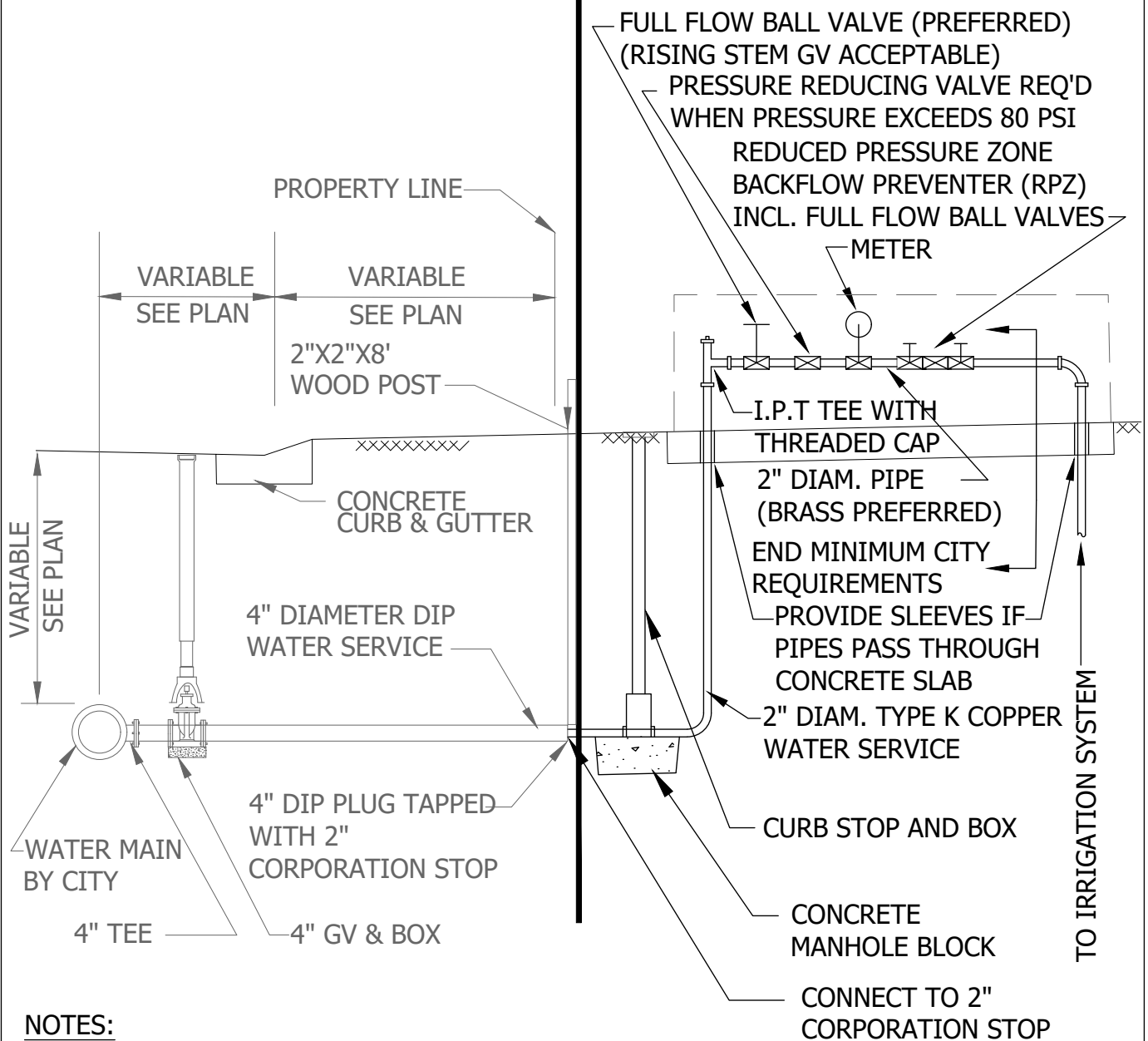
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
SER-12

PUBLIC IMPROVEMENT

PRIVATE IMPROVEMENT



NOTES:

1. CITY WATER SERVICE & PLUMBING PERMITS REQUIRED FOR WORK BY PRIVATE CONTRACTORS.
2. ANNUAL TESTING OF RPZ REQUIRED
3. REQUIRED EQUIPMENT MUST BE ENCLOSED AND SUPPORTED.
4. 2" DIAMETER SIZE IS STANDARD. OTHER SIZES ALLOWED ONLY BY APPROVAL OF CITY.
5. SLEEVES FOR PIPES IN CONCRETE SLABS SHALL BE 4" DIAMETER PVC OR SIMILAR.



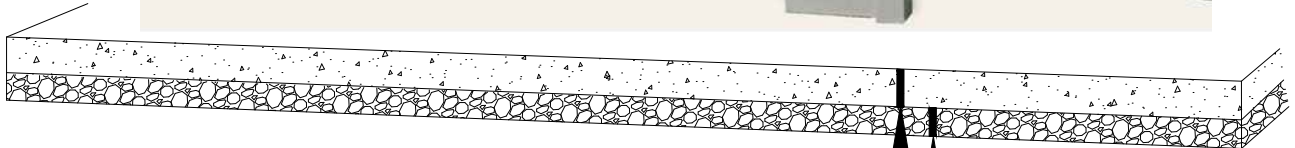
STANDARD DETAILS

IRRIGATION SERVICE BY
PRIVATE CONTRACTOR

COTTAGE GROVE, MINNESOTA

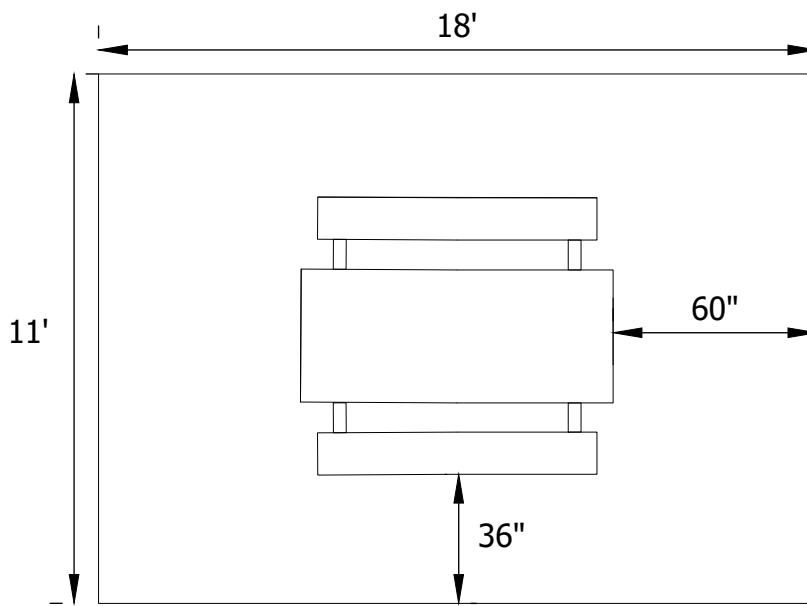
JANUARY 2025

PLATE NO.
SER-13



6" CONCRETE

4" AGGREGATE BASE



TOP VIEW

DESCRIPTION	PATTERN
8' TWIN PEDESTAL ADA TABLE WITH SQUARE FRAME	DIAMOND (V)



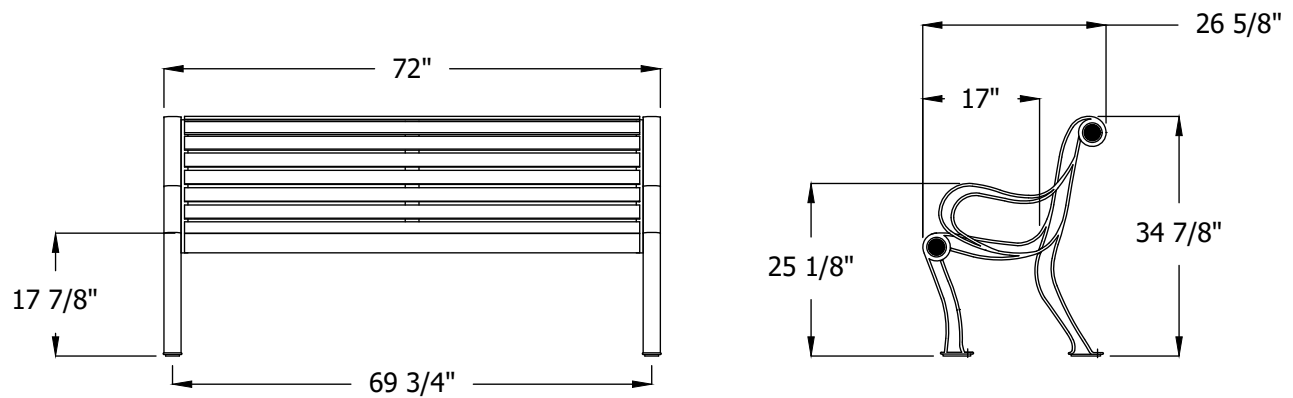
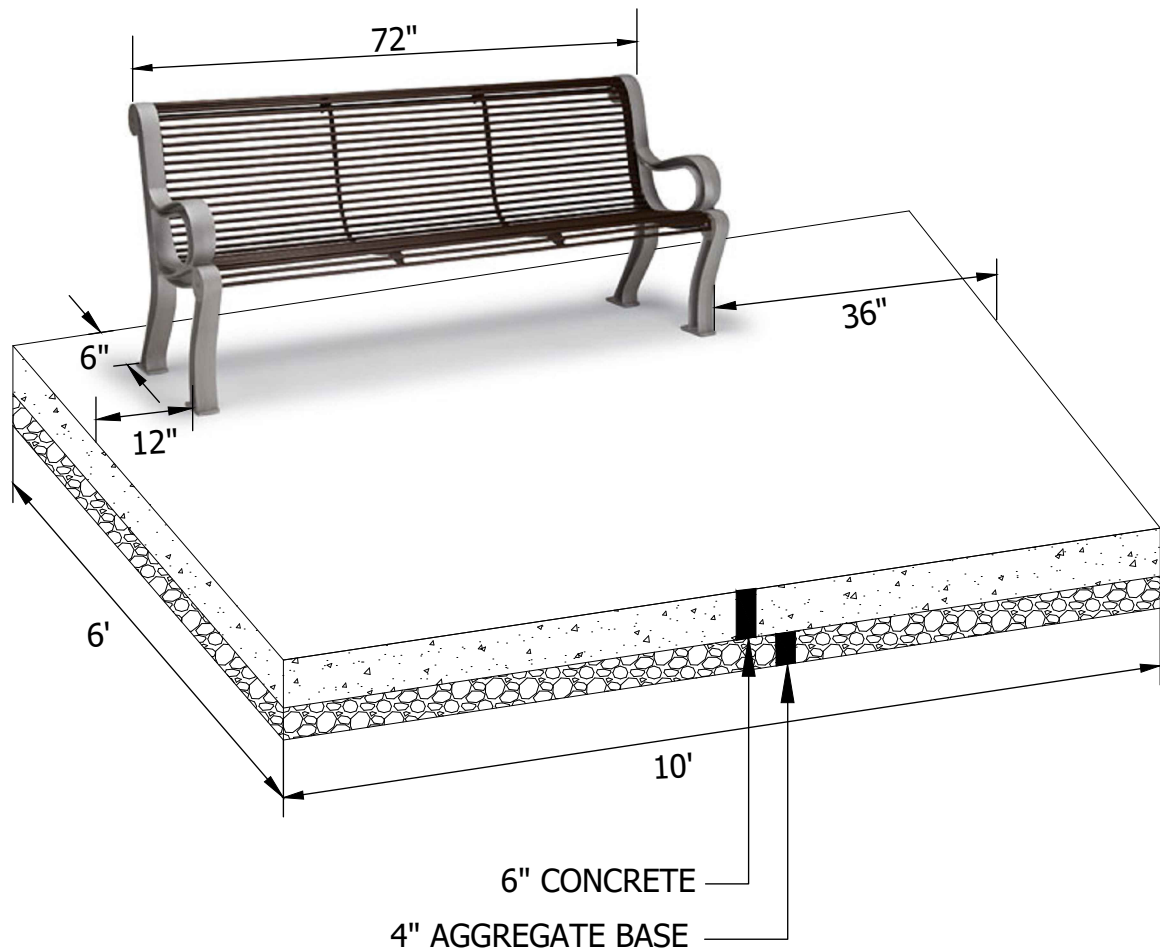
STANDARD DETAILS

PICNIC TABLE

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
SPECIAL-1



Description	Pattern	Weight	Concrete
6' Bench with back	Rod (O)	254 lb.	6' x 10'



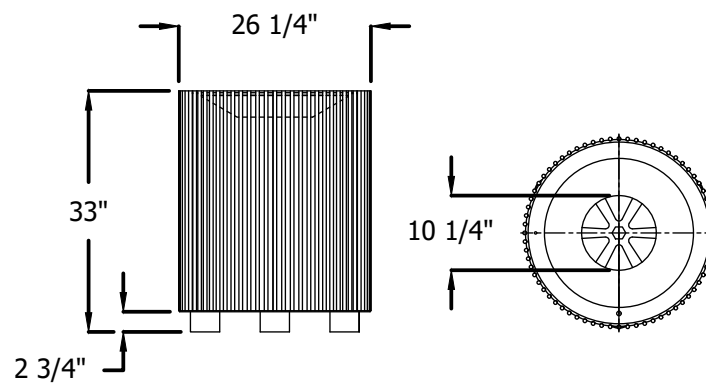
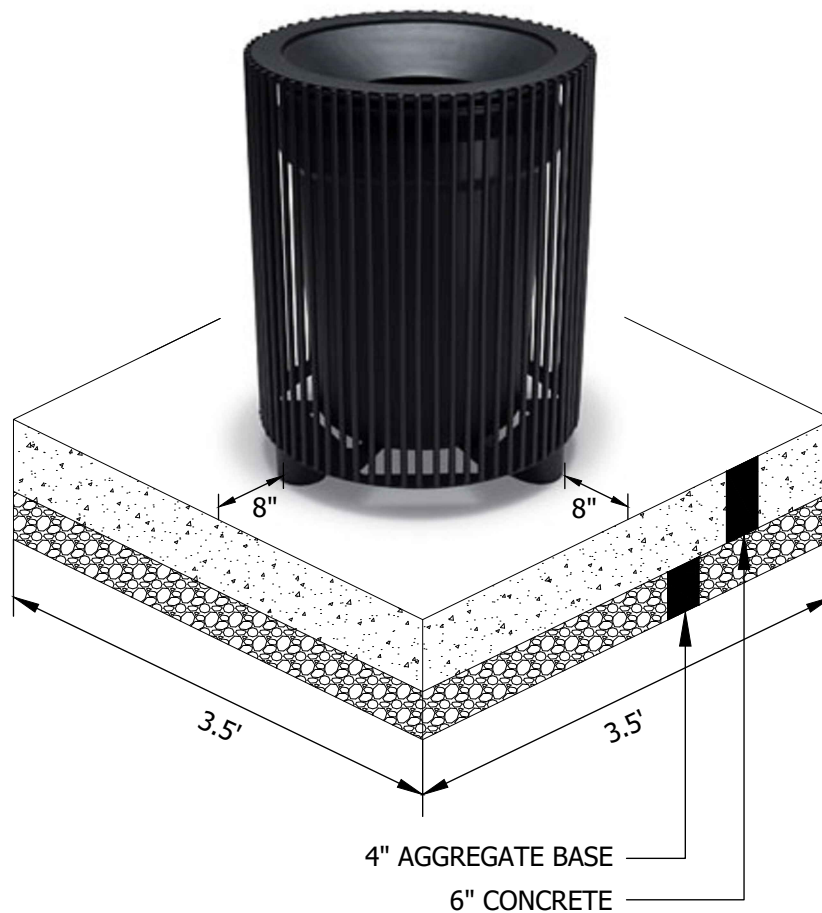
STANDARD DETAILS

PARK BENCH

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
SPECIAL-2



Description	Pattern	Weight	Concrete
32-Gallon Flat Top Lid	Rod (O)	177 lb.	3.5' x 3.5'



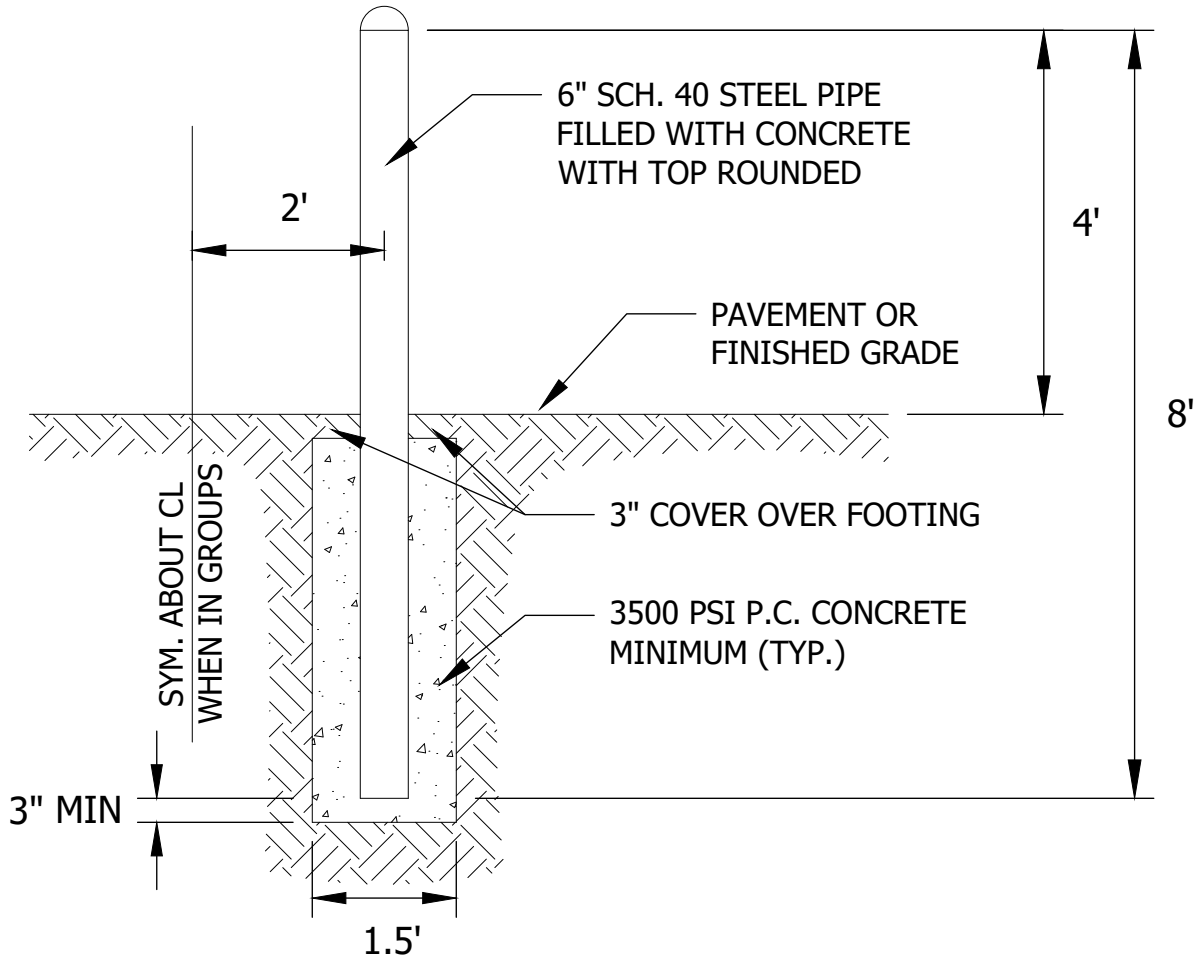
STANDARD DETAILS

TRASH CAN

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
SPECIAL-3



**Cottage
Grove**
Where Pride and Prosperity Meet

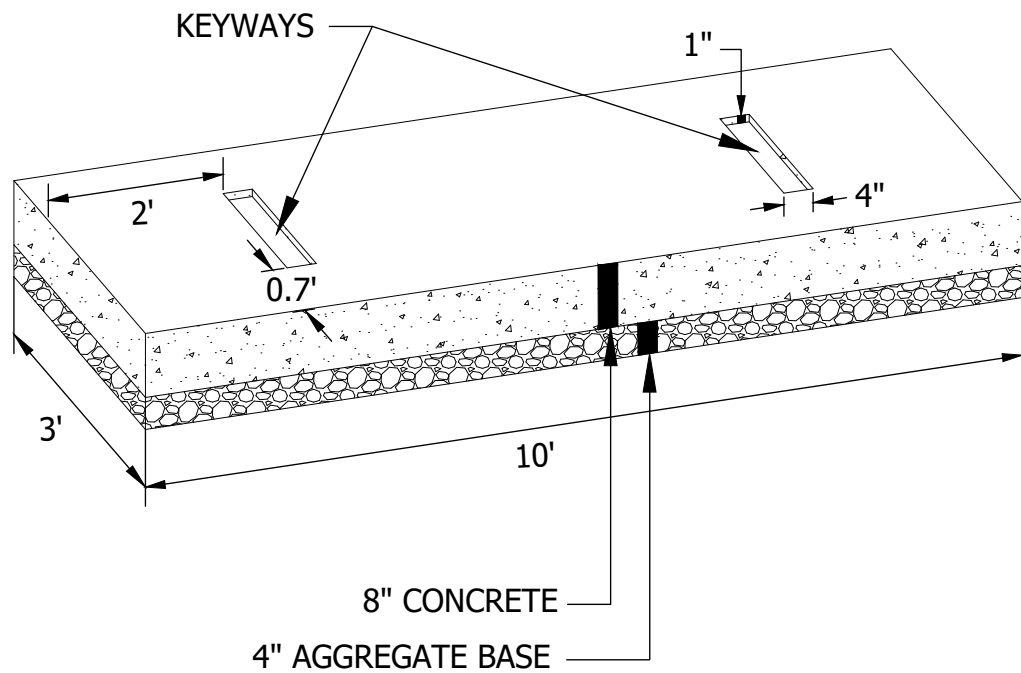
STANDARD DETAILS

BOLLARD

COTTAGE GROVE, MINNESOTA

JANUARY 2025

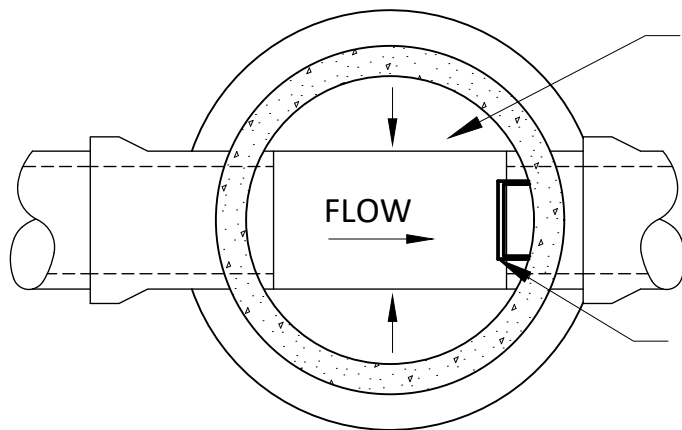
PLATE NO.
SPECIAL-4



STANDARD DETAILS
PARK MONUMENT SIGN
CONCRETE SLAB
COTTAGE GROVE, MINNESOTA

JANUARY 2025

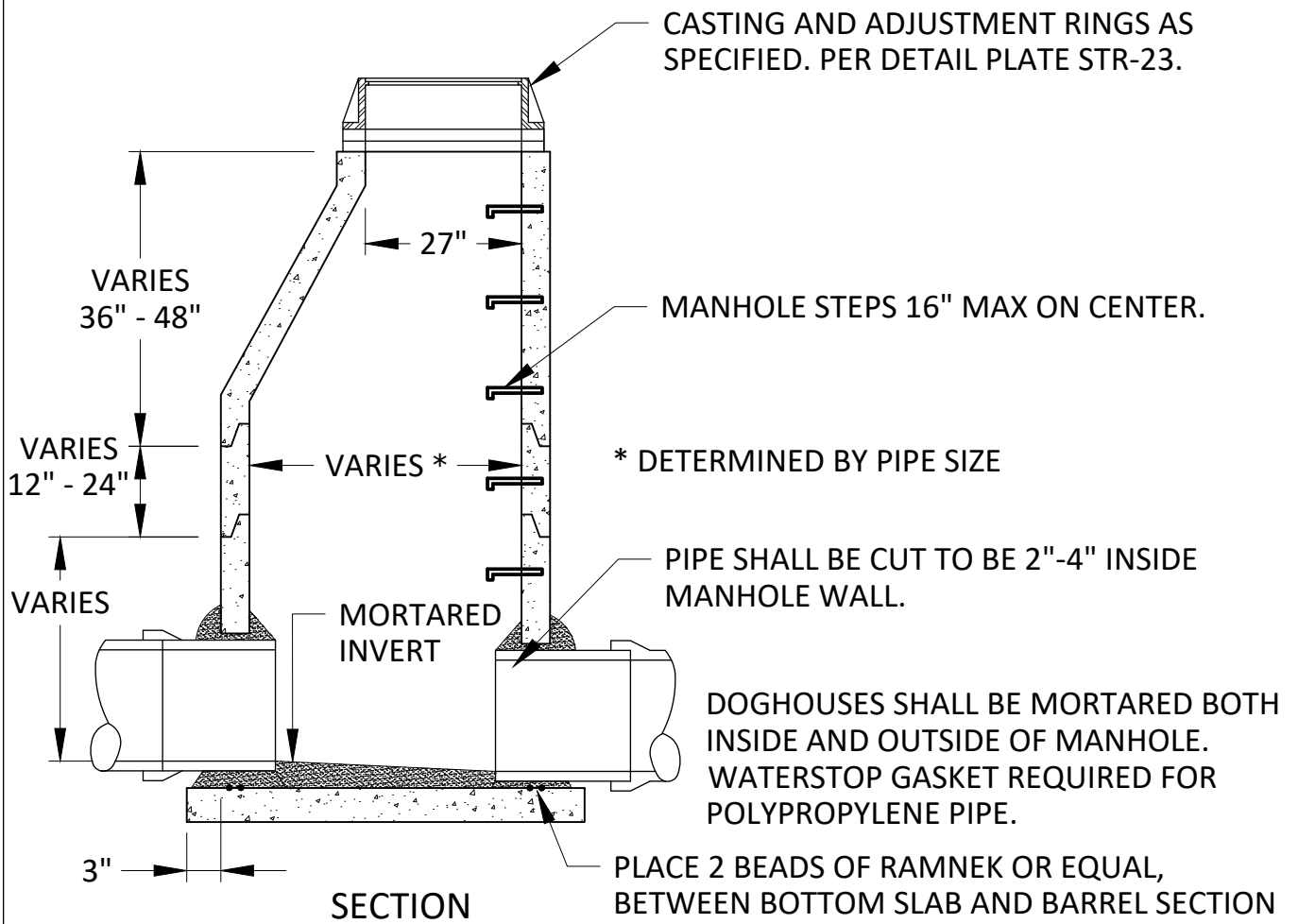
PLATE NO.
SPECIAL-5



MORTAR BOTTOM OF MANHOLE TO 1/2 DIAMETER AT PIPE AND SLOPE MORTAR 2" TOWARD INVERT.

MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.

PLAN



CASTING AND ADJUSTMENT RINGS AS SPECIFIED. PER DETAIL PLATE STR-23.

MANHOLE STEPS 16" MAX ON CENTER.

* DETERMINED BY PIPE SIZE

PIPE SHALL BE CUT TO BE 2"-4" INSIDE MANHOLE WALL.

DOGHOUSES SHALL BE MORTARED BOTH INSIDE AND OUTSIDE OF MANHOLE. WATERSTOP GASKET REQUIRED FOR POLYPROPYLENE PIPE.

PLACE 2 BEADS OF RAMNEK OR EQUAL, BETWEEN BOTTOM SLAB AND BARREL SECTION

SECTION

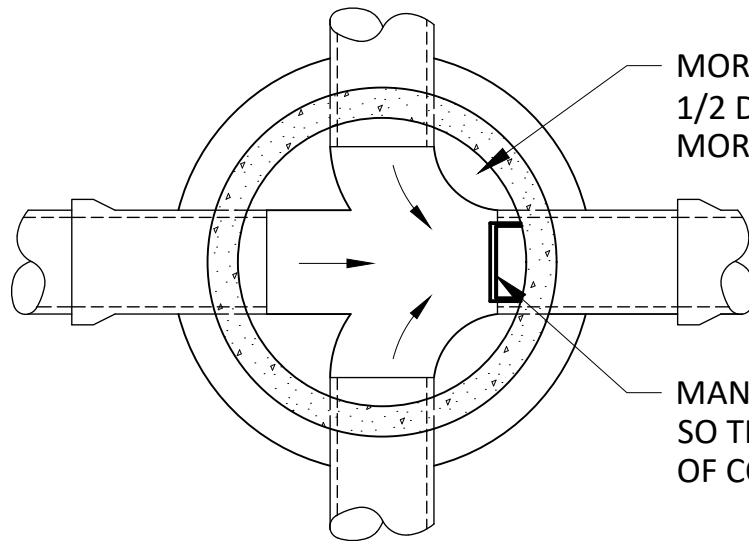


STANDARD DETAILS
STORM SEWER MANHOLE

COTTAGE GROVE, MINNESOTA

JANUARY 2025

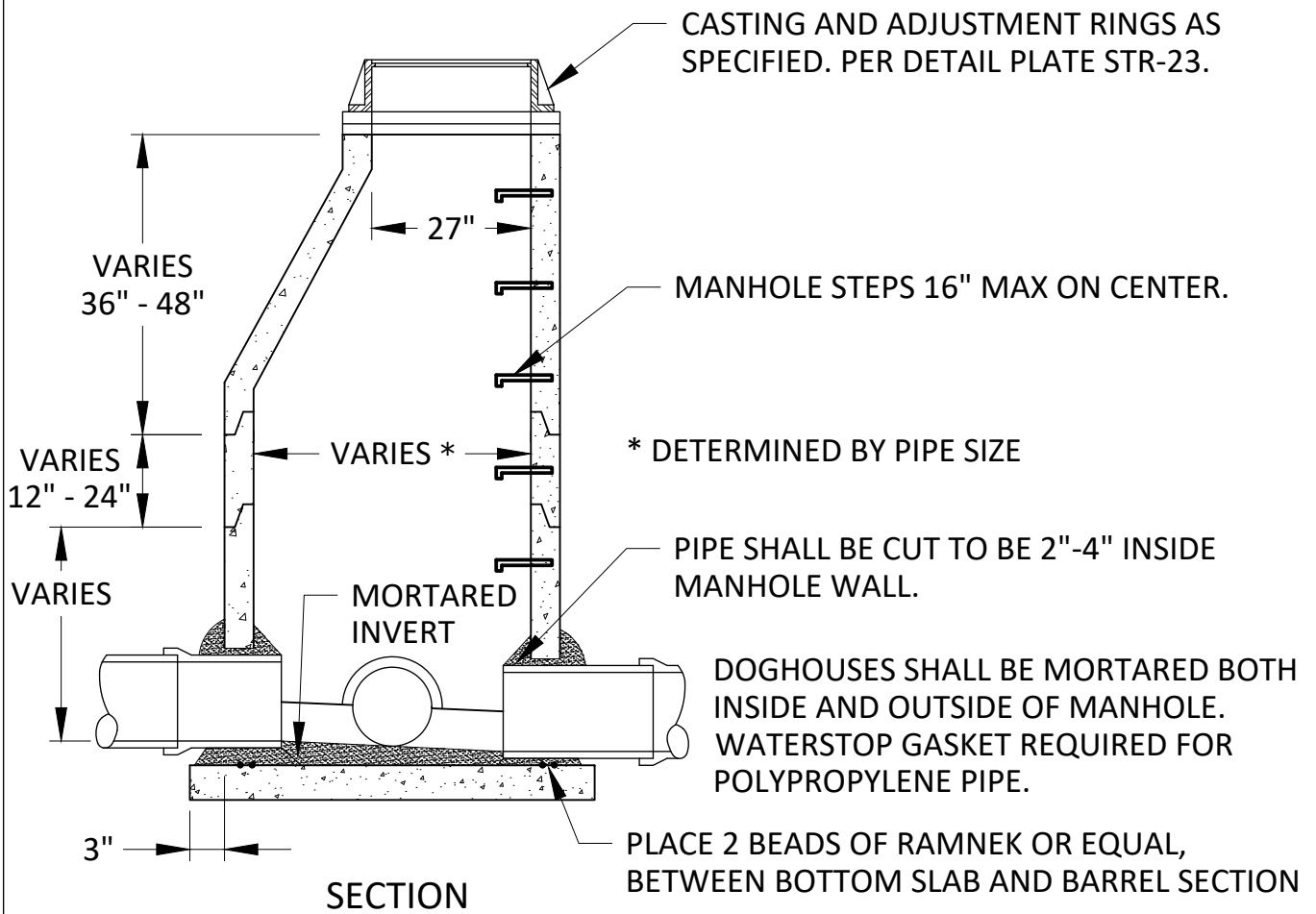
PLATE NO.
STO-1



MORTAR BOTTOM OF MANHOLE TO 1/2 DIAMETER AT PIPE AND SLOPE MORTAR 2" TOWARD INVERT.

MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.

PLAN



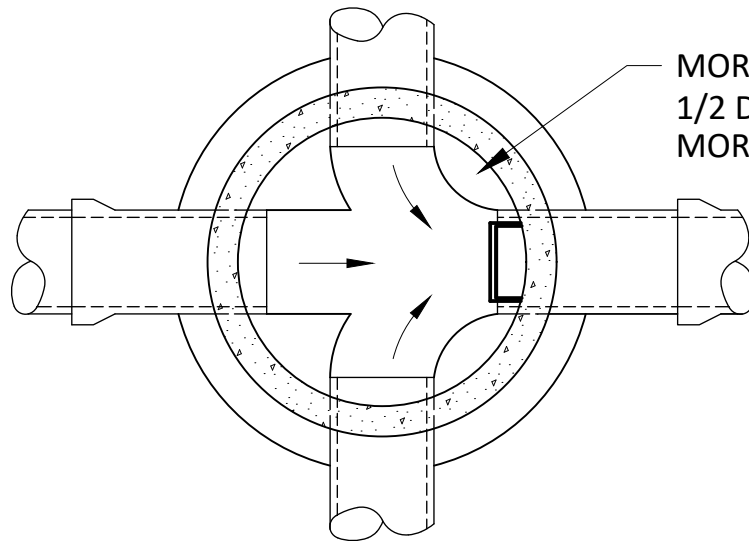
SECTION



STANDARD DETAILS
STORM SEWER
JUNCTION MANHOLE
COTTAGE GROVE, MINNESOTA

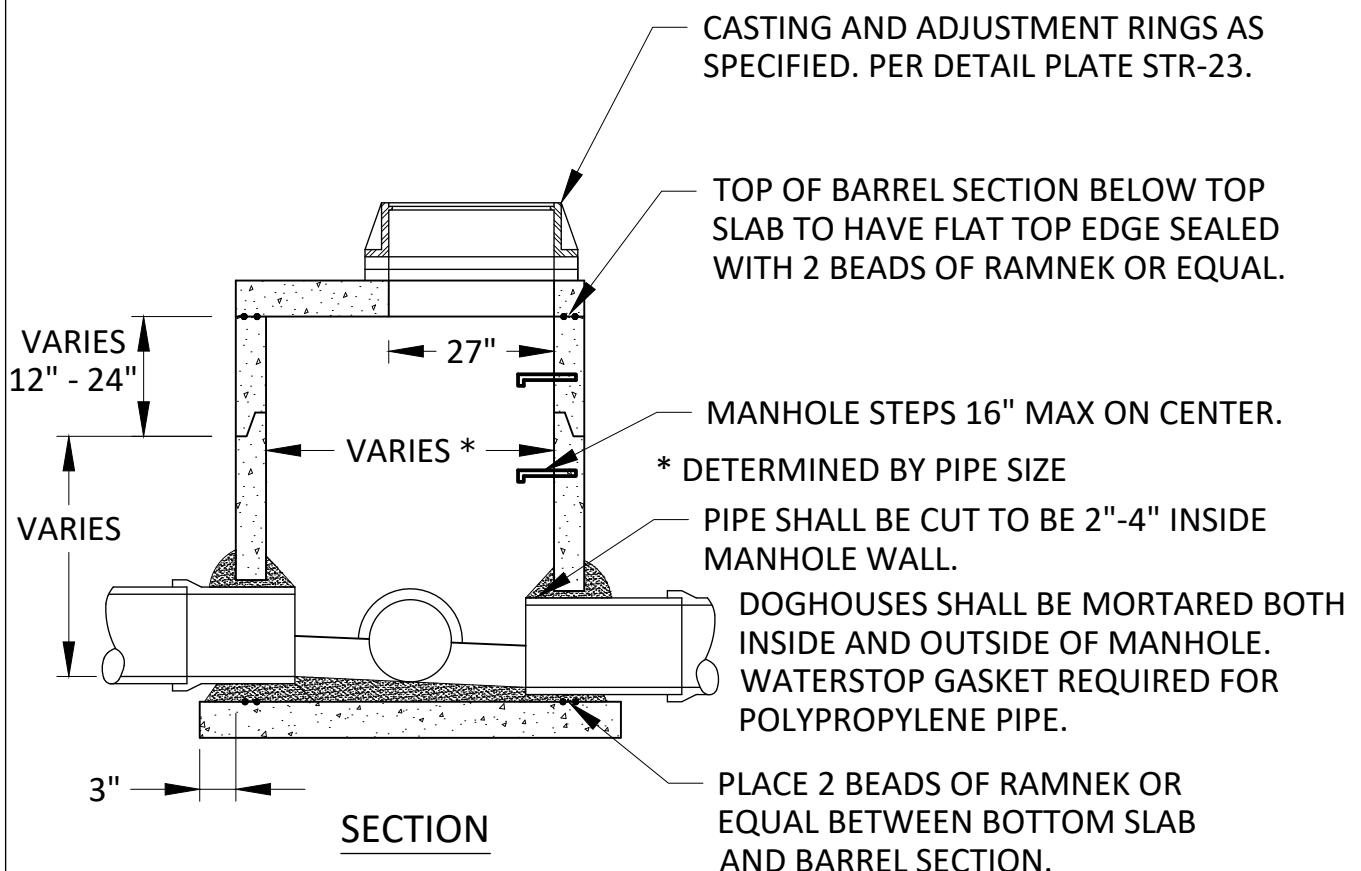
JANUARY 2025

PLATE NO.
STO-2



MORTAR BOTTOM OF MANHOLE TO
1/2 DIAMETER AT PIPE AND SLOPE
MORTAR 2" TOWARD INVERT.

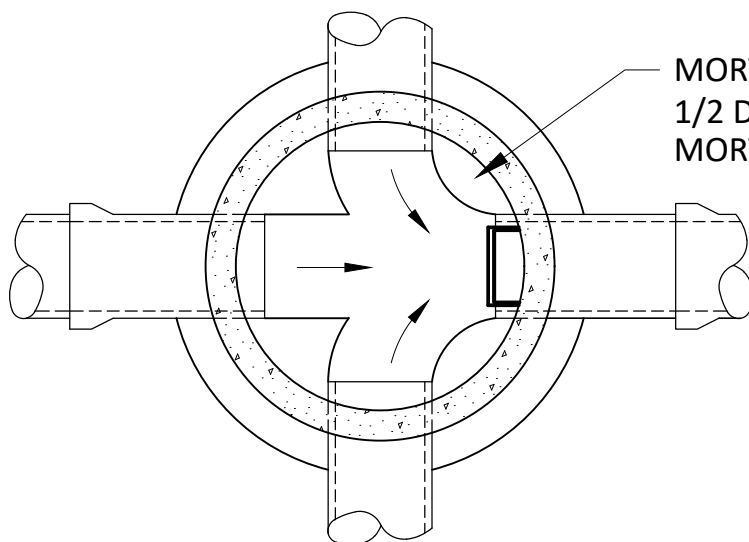
PLAN



STANDARD DETAILS
STORM SEWER JUNCTION MANHOLE
WITH REINFORCED TOP SLAB
COTTAGE GROVE, MINNESOTA

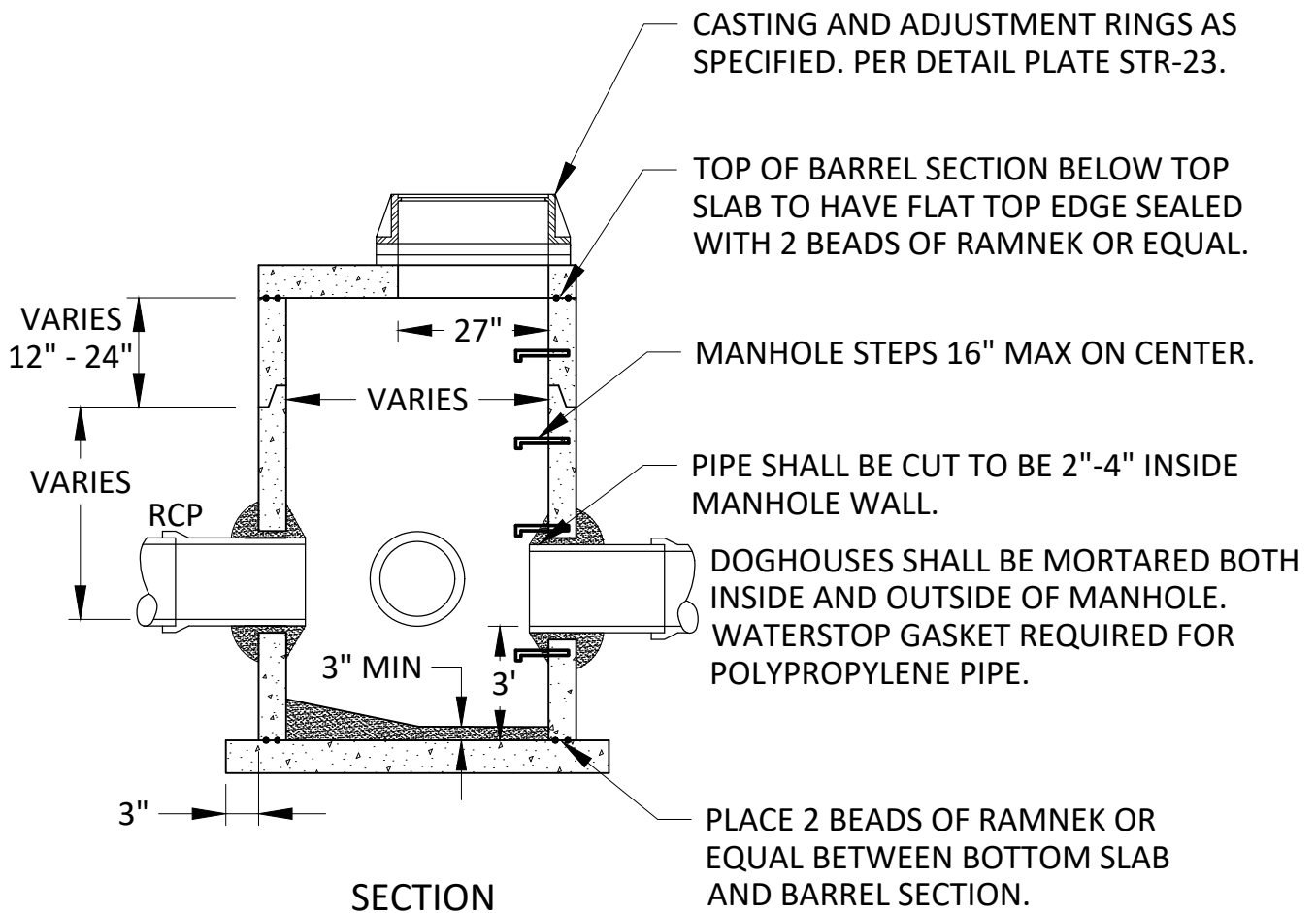
JANUARY 2025

PLATE NO.
STO-3



MORTAR BOTTOM OF MANHOLE TO 1/2 DIAMETER AT PIPE AND SLOPE MORTAR 2" TOWARD INVERT.

PLAN



SECTION



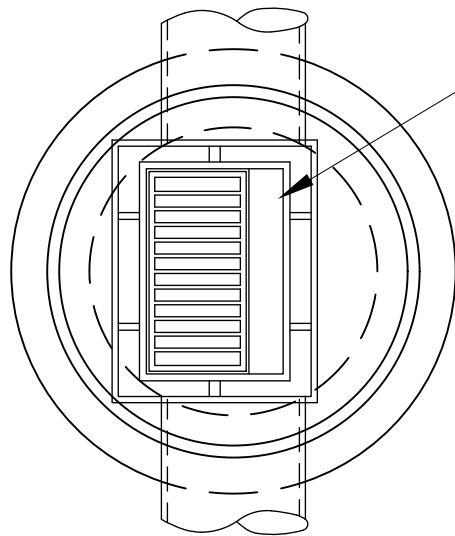
**Cottage
Grove**
Where Pride and Prosperity Meet

STANDARD DETAILS

STORM SEWER JUNCTION MANHOLE
WITH REINFORCED TOP SLAB AND SUMP
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STO-4



PLAN

24"X36" SLAB OPENING FOR CASTING SPECIFIED

DIMENSION FROM BACK OF CURB TO CENTER OF PIPE:

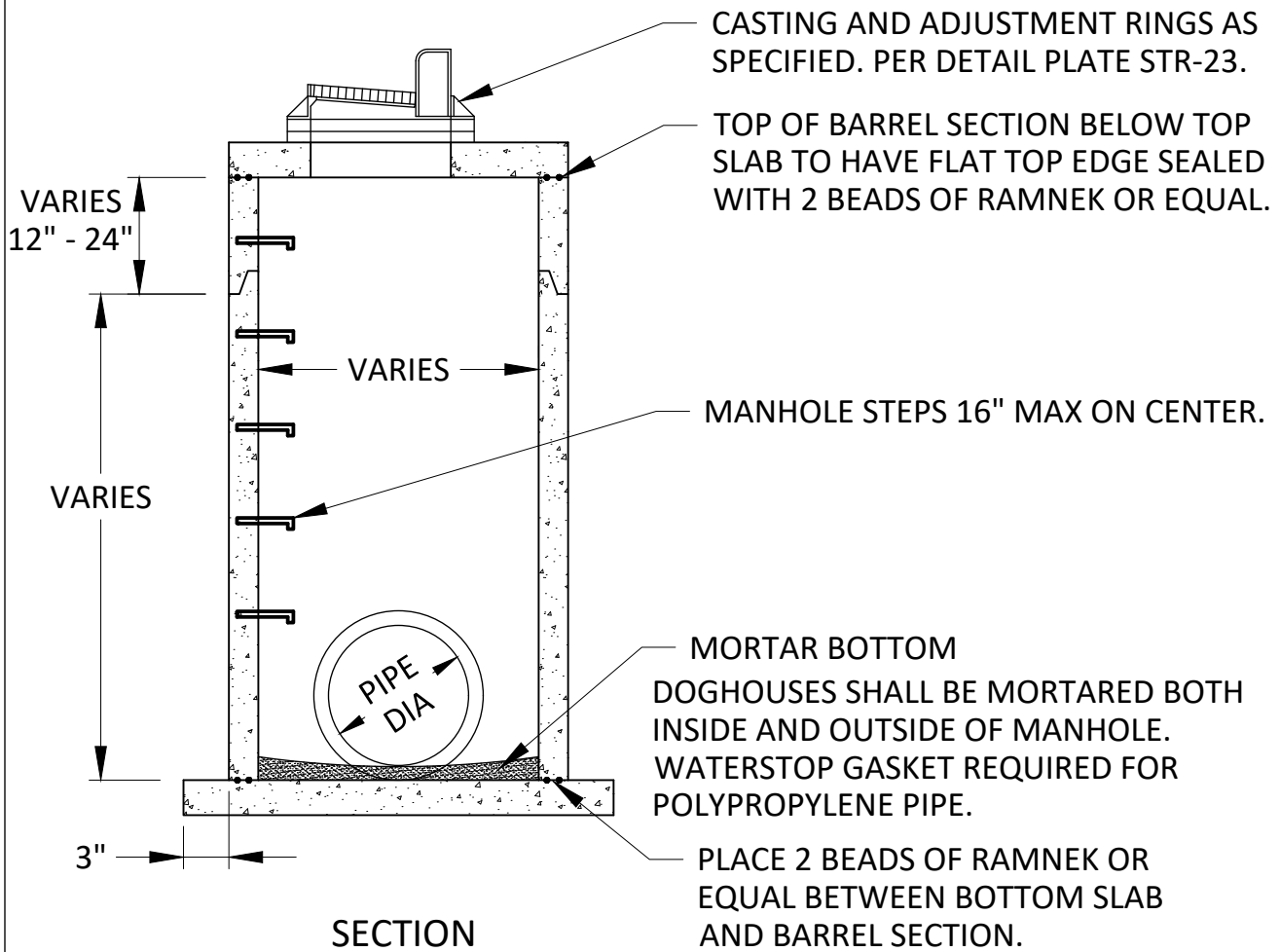
4' DIA. MH - 9" IN FROM BACK OF CURB

5' DIA. MH - 3" IN FROM BACK OF CURB

6' DIA. MH - 3" BEHIND BACK OF CURB

7' DIA. MH - 9" BEHIND BACK OF CURB

8' DIA. MH - 15" BEHIND BACK OF CURB



SECTION

CASTING AND ADJUSTMENT RINGS AS SPECIFIED. PER DETAIL PLATE STR-23.

TOP OF BARREL SECTION BELOW TOP SLAB TO HAVE FLAT TOP EDGE SEALED WITH 2 BEADS OF RAMNEK OR EQUAL.

MANHOLE STEPS 16" MAX ON CENTER.

MORTAR BOTTOM
DOGHOUSES SHALL BE MORTARED BOTH INSIDE AND OUTSIDE OF MANHOLE. WATERSTOP GASKET REQUIRED FOR POLYPROPYLENE PIPE.

PLACE 2 BEADS OF RAMNEK OR EQUAL BETWEEN BOTTOM SLAB AND BARREL SECTION.



**Cottage
Grove**

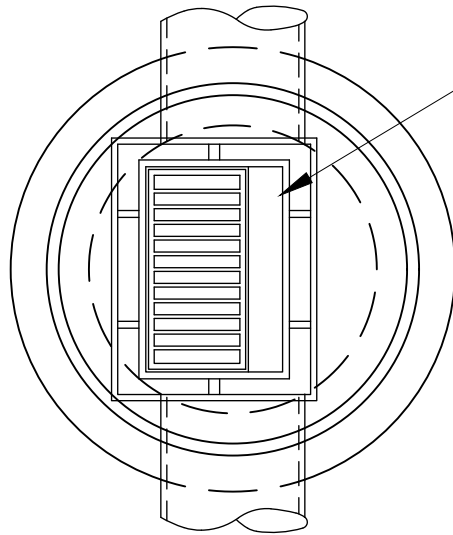
Where Pride and Prosperity Meet

**STANDARD DETAILS
CATCH BASIN MANHOLE**

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STO-5



PLAN

24"X36" SLAB OPENING FOR CASTING SPECIFIED

DIMENSION FROM BACK OF CURB TO CENTER OF PIPE:

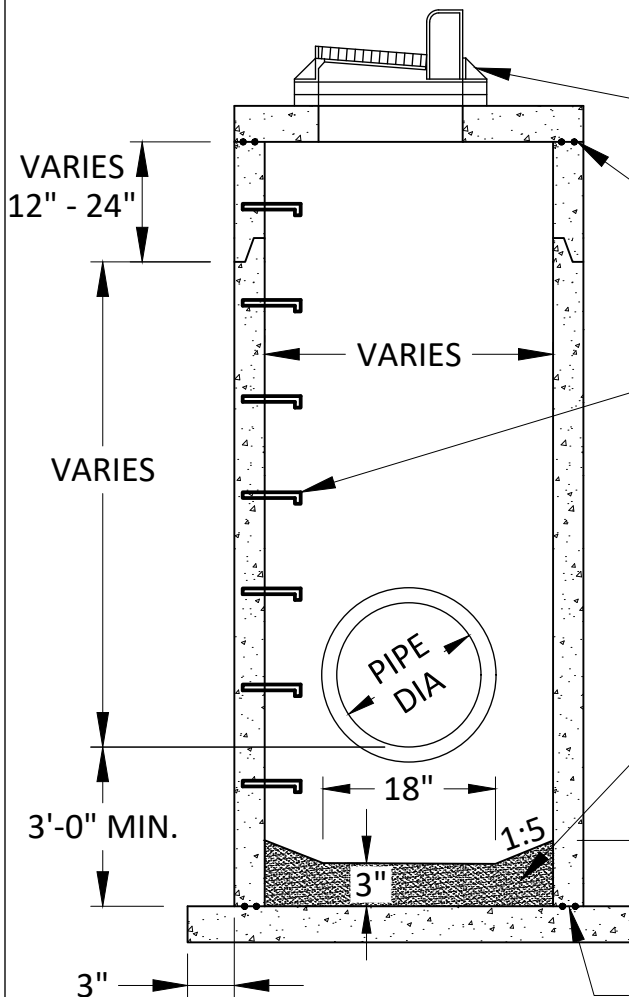
4' DIA. MH - 9" IN FROM BACK OF CURB

5' DIA. MH - 3" IN FROM BACK OF CURB

6' DIA. MH - 3" BEHIND BACK OF CURB

7' DIA. MH - 9" BEHIND BACK OF CURB

8' DIA. MH - 15" BEHIND BACK OF CURB



SECTION

CASTING AND ADJUSTMENT RINGS AS SPECIFIED. PER DETAIL PLATE STR-23.

TOP OF BARREL SECTION BELOW TOP SLAB TO HAVE FLAT TOP EDGE SEALED WITH 2 BEADS OF RAMNEK OR EQUAL.

MANHOLE STEPS 16" MAX ON CENTER.

DOGHOUSES SHALL BE MORTARED BOTH INSIDE AND OUTSIDE OF MANHOLE. WATERSTOP GASKET REQUIRED FOR POLYPROPYLENE PIPE.

MORTAR BOTTOM

* A

4' DIA. STRUCTURE	6"
5' DIA. STRUCTURE	8"
6' DIA. STRUCTURE	9"

PLACE 2 BEADS OF RAMNEK OR EQUAL BETWEEN BOTTOM SLAB AND BARREL SECTION.



**Cottage
Grove**

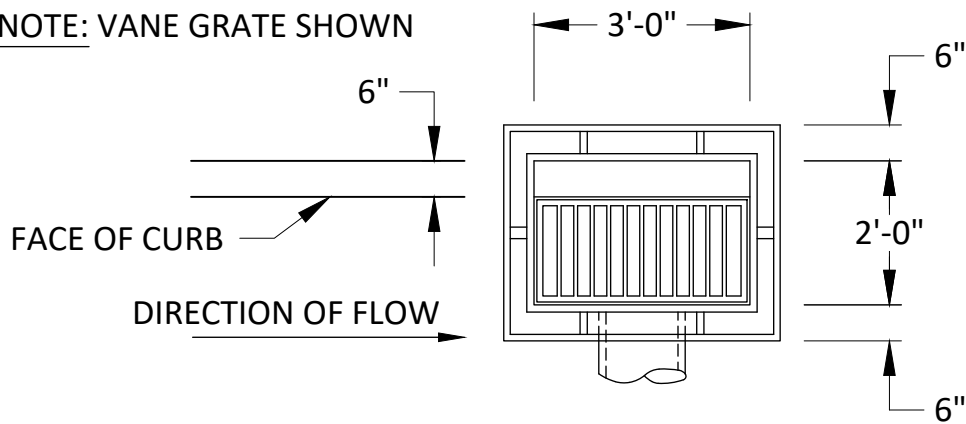
Where Pride and Prosperity Meet

STANDARD DETAILS
CATCH BASIN MANHOLE WITH SUMP
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STO-6

NOTE: VANE GRATE SHOWN

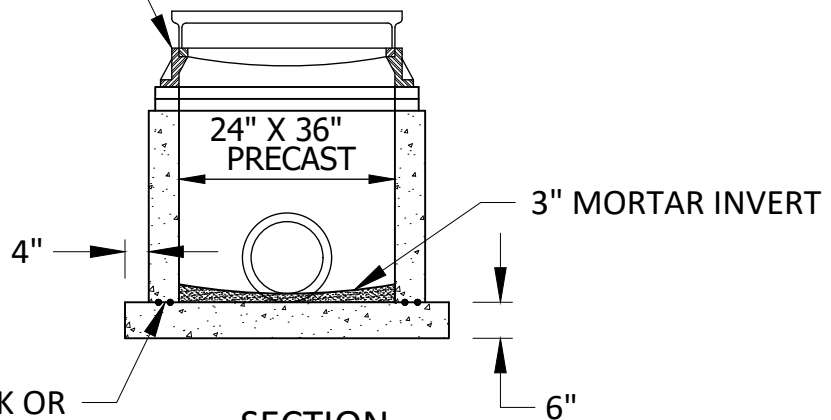


PLAN

CASTING AND ADJUSTMENT
RINGS AS SPECIFIED.
PER DETAIL PLATE STR-23.

DOGHOUSES SHALL BE
MORTARED BOTH INSIDE
AND OUTSIDE OF
MANHOLE. WATERSTOP
GASKET REQUIRED FOR
POLYPROPYLENE PIPE.

PLACE 2 BEADS OF RAMNEK OR
EQUAL BETWEEN BOTTOM SLAB
AND BARREL SECTION.



SECTION



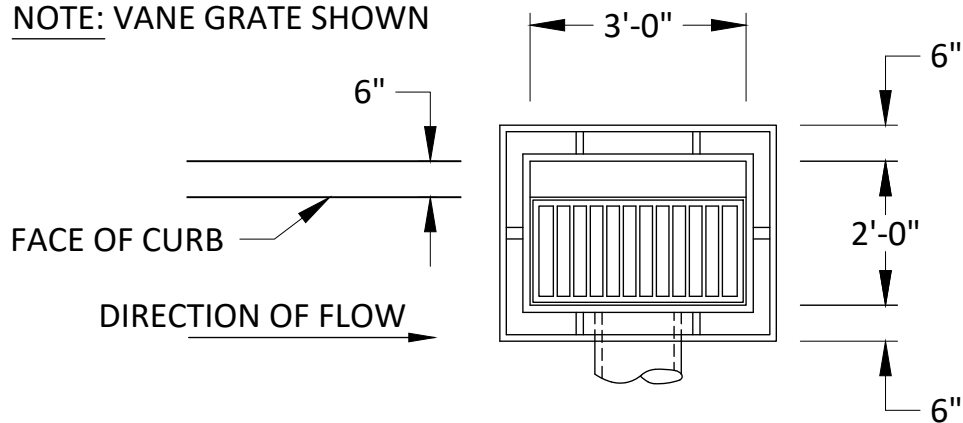
STANDARD DETAILS
CATCH BASIN

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STO-7

NOTE: VANE GRATE SHOWN

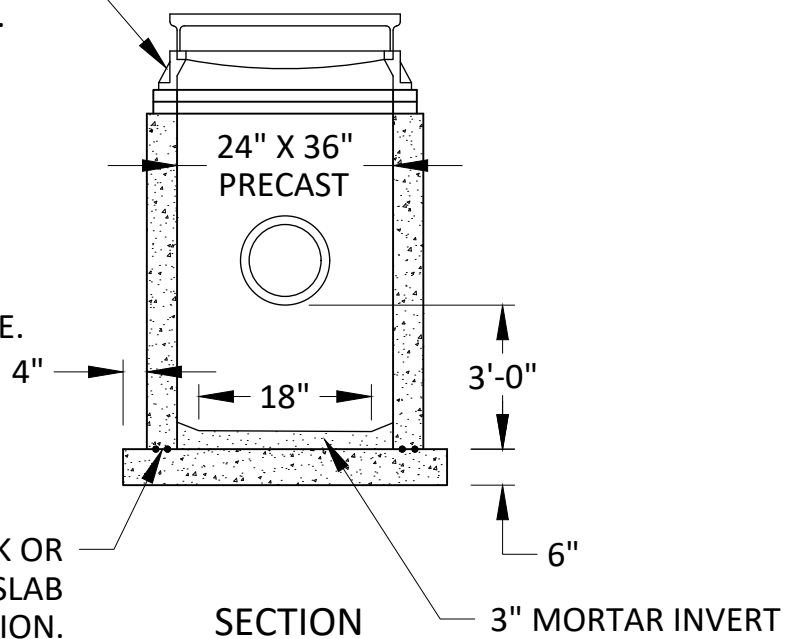


PLAN

CASTING AND ADJUSTMENT
RINGS AS SPECIFIED.
PER DETAIL PLATE STR-23.

DOGHOUSES SHALL BE
MORTARED BOTH INSIDE
AND OUTSIDE OF MANHOLE.
WATERSTOP GASKET
REQUIRED FOR
POLYPROPYLENE PIPE.

PLACE 2 BEADS OF RAMNEK OR
EQUAL BETWEEN BOTTOM SLAB
AND BARREL SECTION.



SECTION

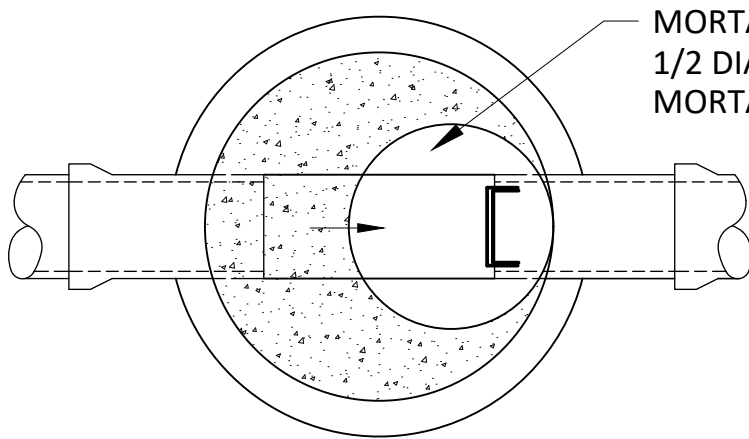


STANDARD DETAILS
CATCH BASIN WITH SUMP

COTTAGE GROVE, MINNESOTA

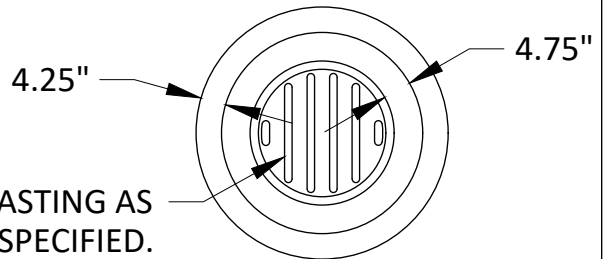
JANUARY 2025

PLATE NO.
STO-8



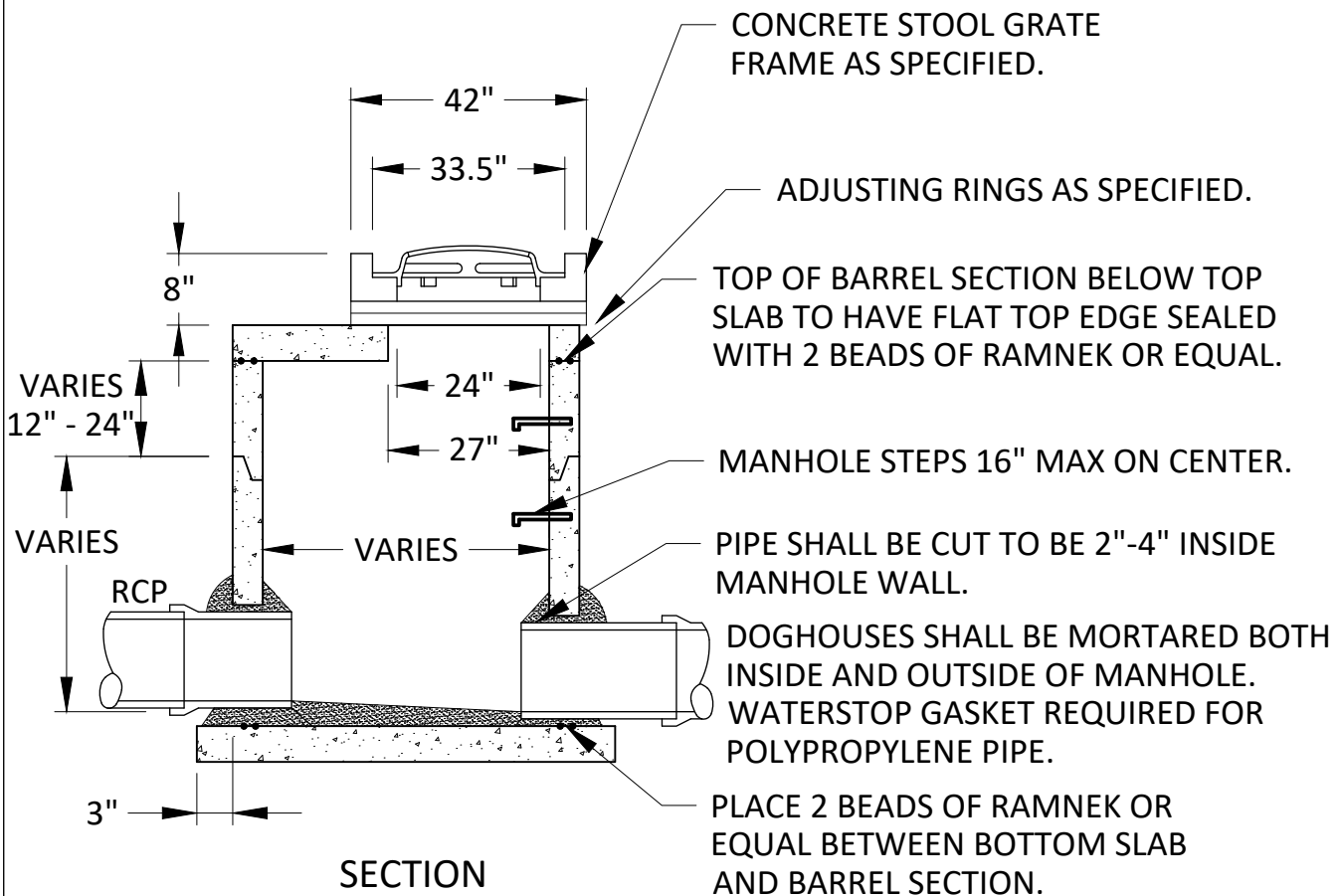
MORTAR BOTTOM OF MANHOLE TO
1/2 DIAMETER AT PIPE AND SLOPE
MORTAR 2" TOWARD INVERT.

PLAN



CASTING AS
SPECIFIED.

TOP VIEW - GRATE FRAME



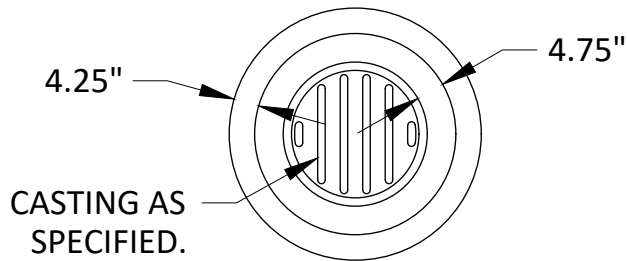
SECTION



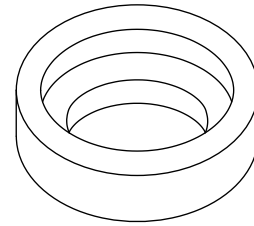
STANDARD DETAILS
OFF STREET CATCH BASIN
WITH CONCRETE STOOL GRATE FRAME
COTTAGE GROVE, MINNESOTA

JANUARY 2025

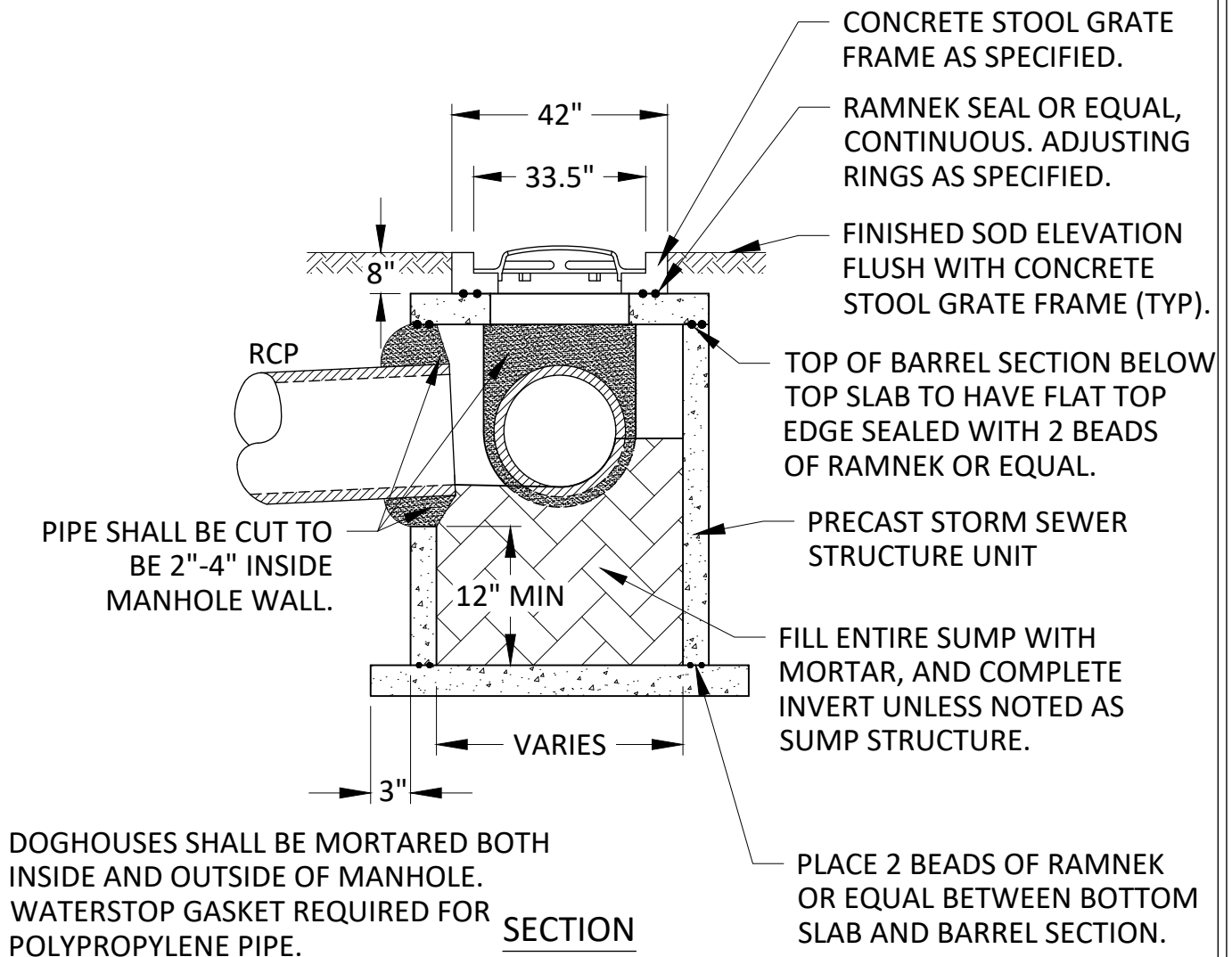
PLATE NO.
STO-9



TOP VIEW - GRATE FRAME



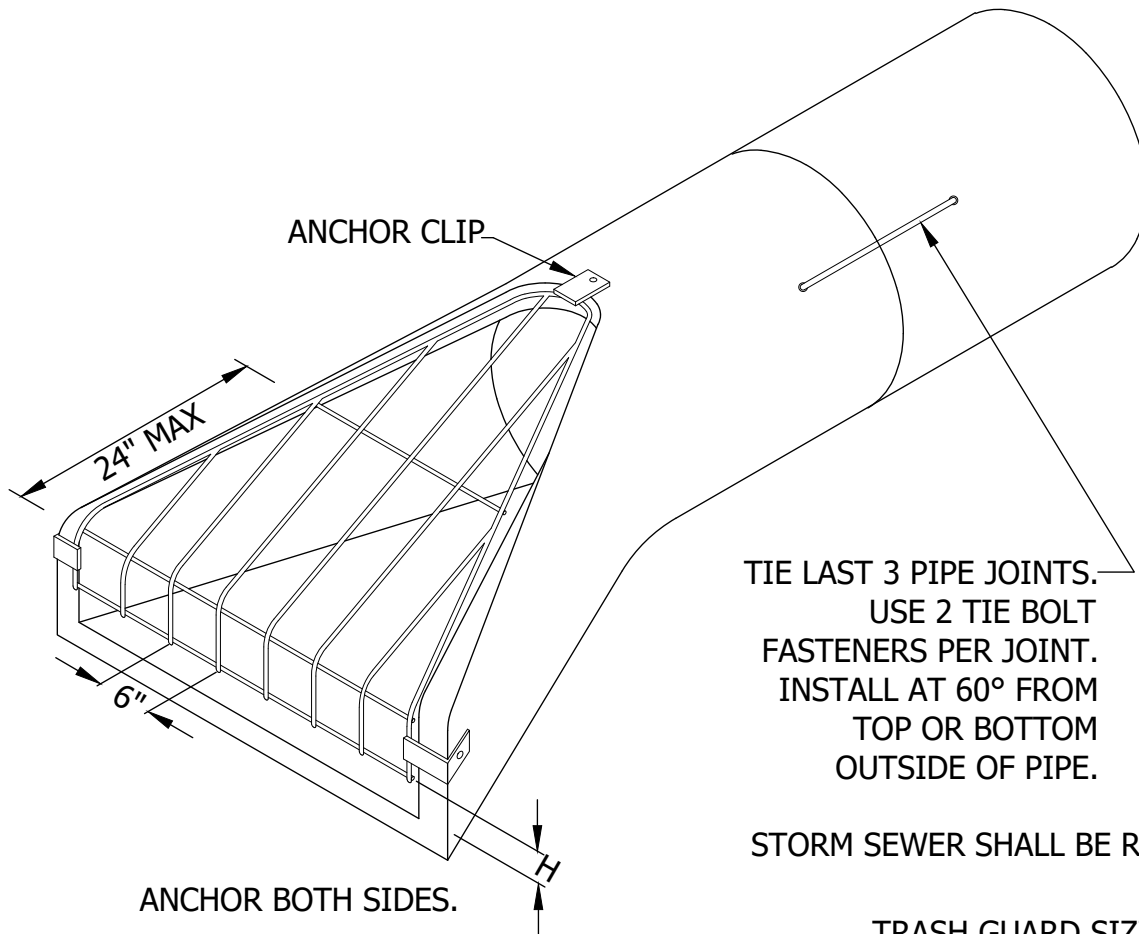
ISOMETRIC



STANDARD DETAILS
SHALLOW OFF STREET CATCH BASIN
WITH CONCRETE STOOL GRATE FRAME
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STO-10



TIE LAST 3 PIPE JOINTS.
USE 2 TIE BOLT
FASTENERS PER JOINT.
INSTALL AT 60° FROM
TOP OR BOTTOM
OUTSIDE OF PIPE.

STORM SEWER SHALL BE RCP.

ISOMETRIC

PIPE SIZE	TRASH GUARD SIZING		
	BARS	H'	BOLTS
12"-18"	3/4"Ø	3"-4"	5/8"
21"-42"	1"Ø	4"-6"	3/4"
48"-72"	1 1/4"Ø	6"-8"	1"

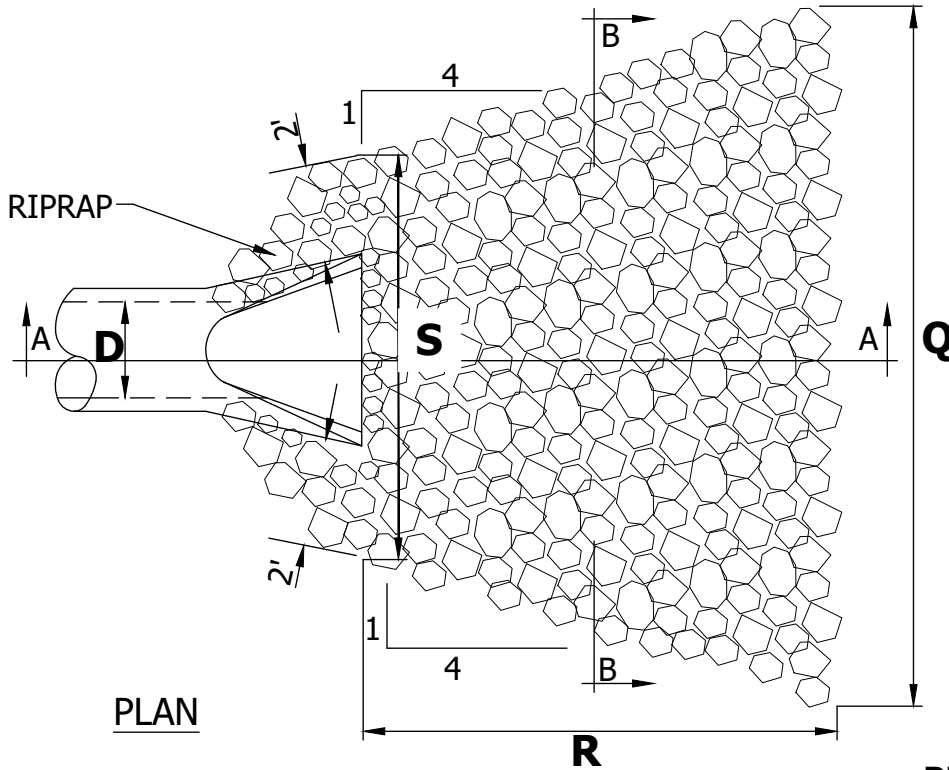
SEE CITY PLATE NO. STO-12 AND STO-13 FOR RIPRAP PLACEMENT.



STANDARD DETAILS
FLARED END SECTION AND
TRASH GAURD
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STO-11



RIPRAP AREA SIZES

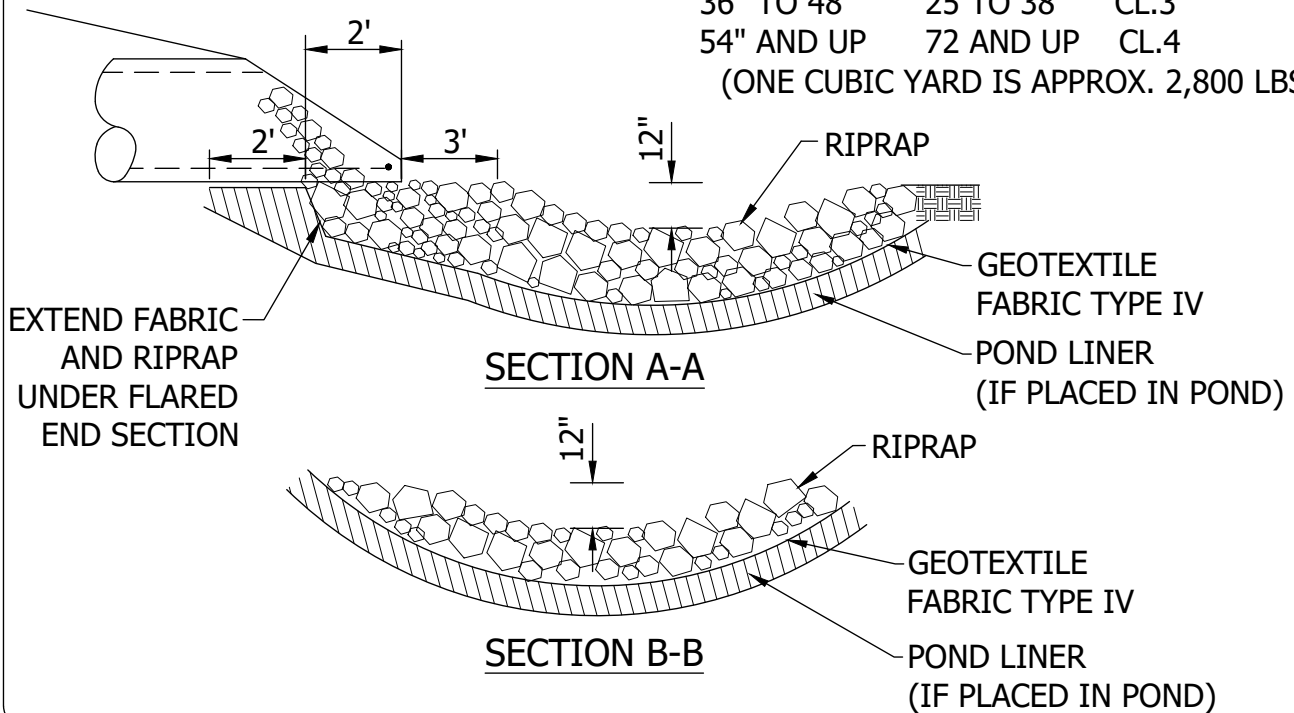
D	Q	R	S
12"	11'	15'	7'
24"	15'	15'	9'
36"	19'	15'	11'
48"	20'	16'	12'
54"	25'	22'	13'

R
(15' MIN.)

RIPRAP REQUIREMENTS

D	CY	CLASS	DEPTH
12" TO 24"	15 TO 20	CL.3	3'
27" TO 33"	20 TO 25	CL.3	3'
36" TO 48"	25 TO 38	CL.3	3'
54" AND UP	72 AND UP	CL.4	4'

(ONE CUBIC YARD IS APPROX. 2,800 LBS.)



**Cottage
Grove**

Where Pride and Prosperity Meet

STANDARD DETAILS

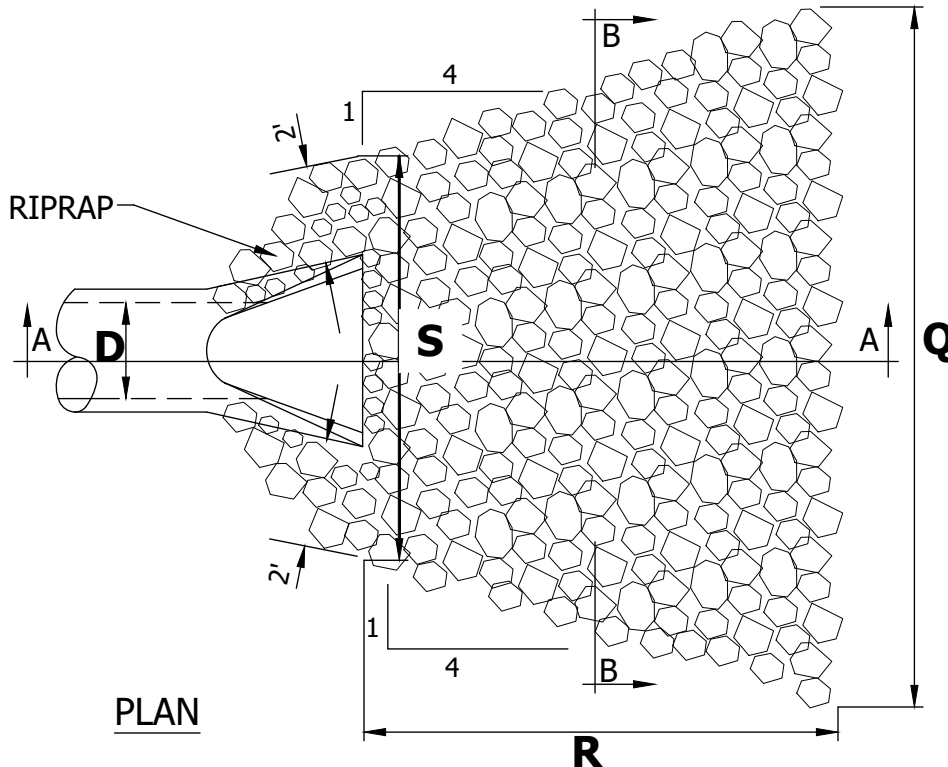
RIPRAP AT FLARED END SECTION

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.

STO-12



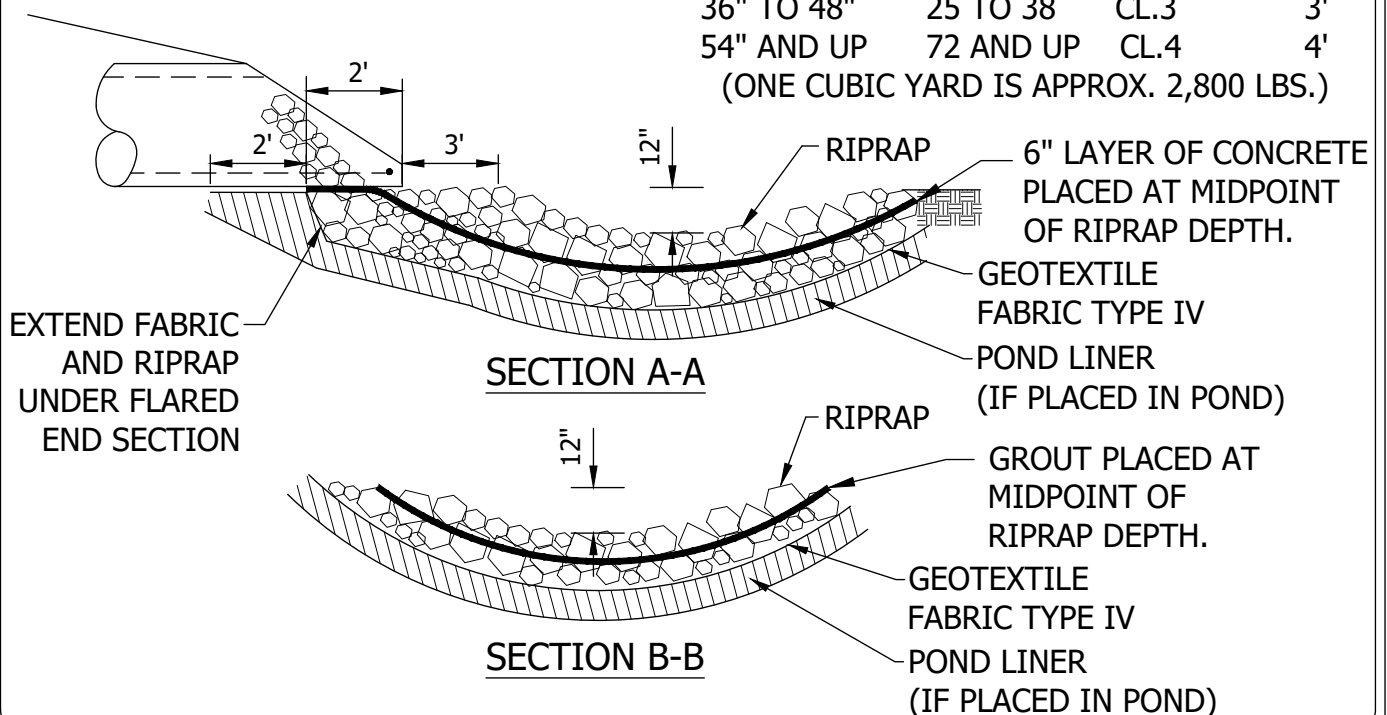
RIPRAP AREA SIZES

D	Q	R	S
12"	11'	15'	7'
24"	15'	15'	9'
36"	19'	15'	11'
48"	20'	16'	12'
54"	25'	22'	13'

RIPRAP REQUIREMENTS

D	CY	CLASS	DEPTH
12" TO 24"	15 TO 20	CL.3	3'
27" TO 33"	20 TO 25	CL.3	3'
36" TO 48"	25 TO 38	CL.3	3'
54" AND UP	72 AND UP	CL.4	4'

(ONE CUBIC YARD IS APPROX. 2,800 LBS.)



**Cottage
Grove**

Where Pride and Prosperity Meet

STANDARD DETAILS

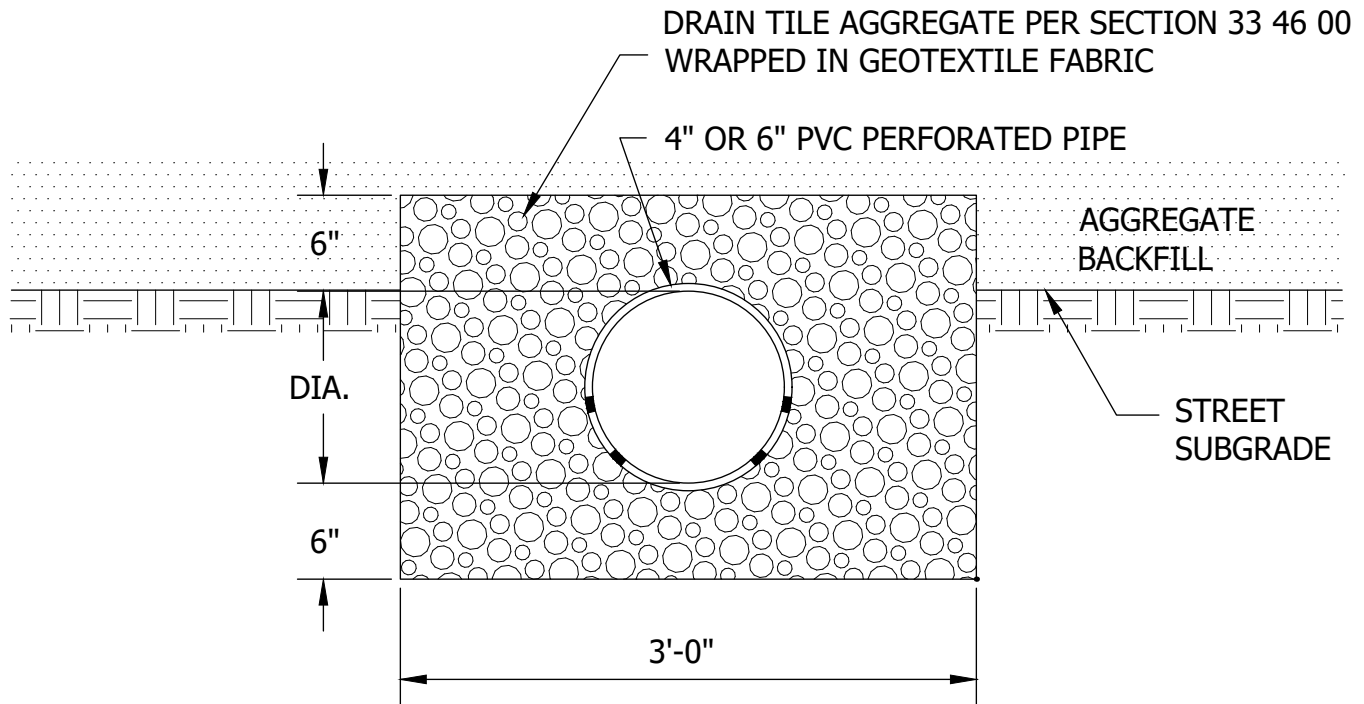
GROUTED RIPRAP AT FLARED END SECTION

COTTAGE GROVE, MINNESOTA

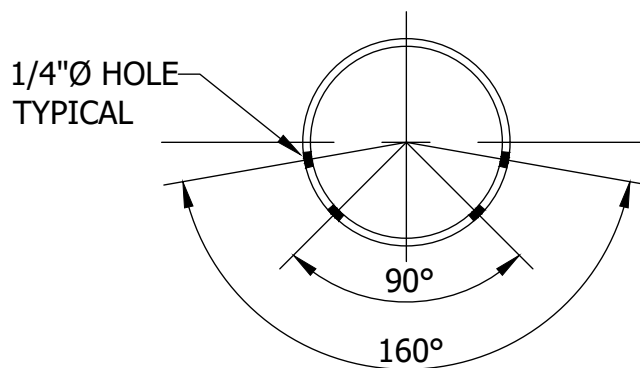
JANUARY 2025

PLATE NO.

STO-13



TRENCH DETAIL



PIPE DETAIL



**Cottage
Grove**
Where Pride and Prosperity Meet

STANDARD DETAILS

PVC PERFORATED PIPE

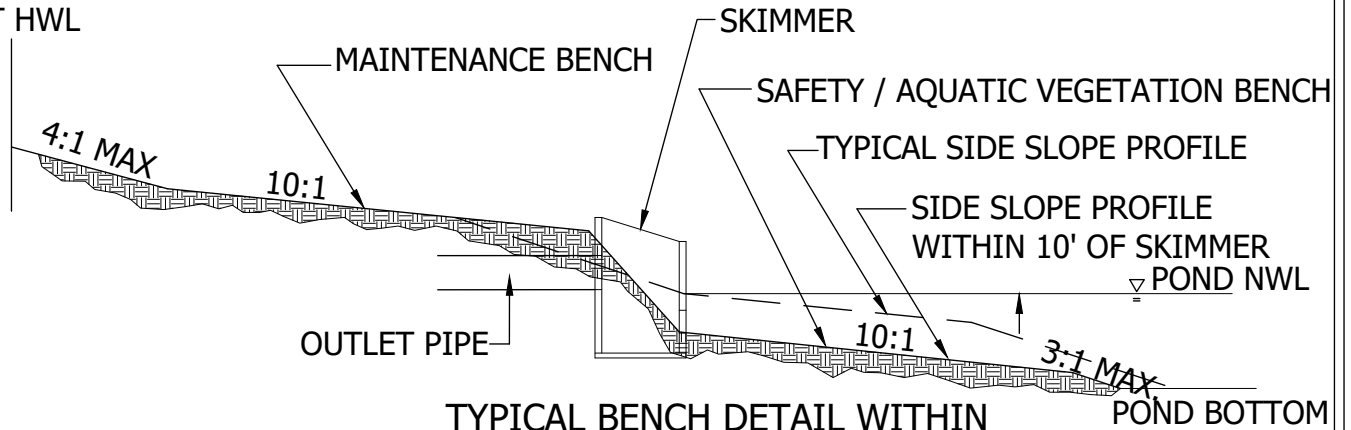
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.

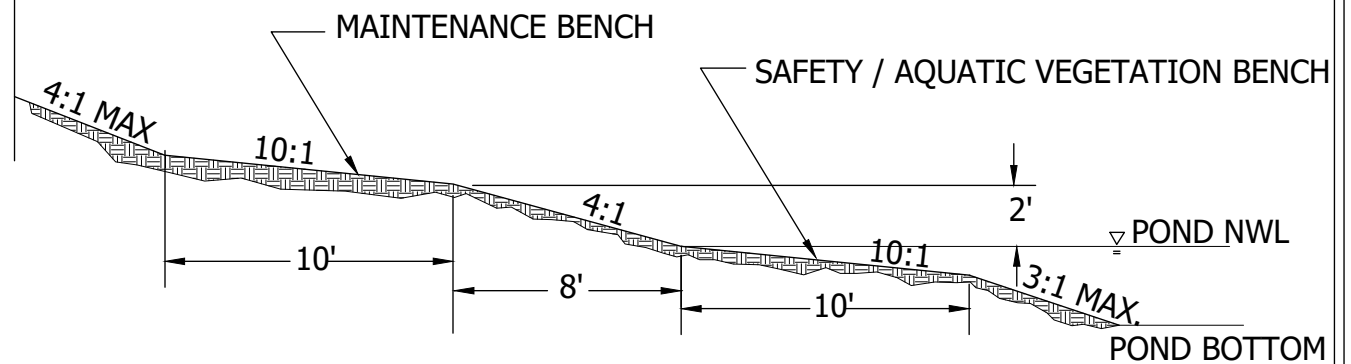
STO-14

PROPERTY/OUTLOT LINE
AT HWL



TYPICAL BENCH DETAIL WITHIN
10' OF SKIMMER OUTLET

PROPERTY/OUTLOT LINE
AT HWL



TYPICAL BENCH DETAIL

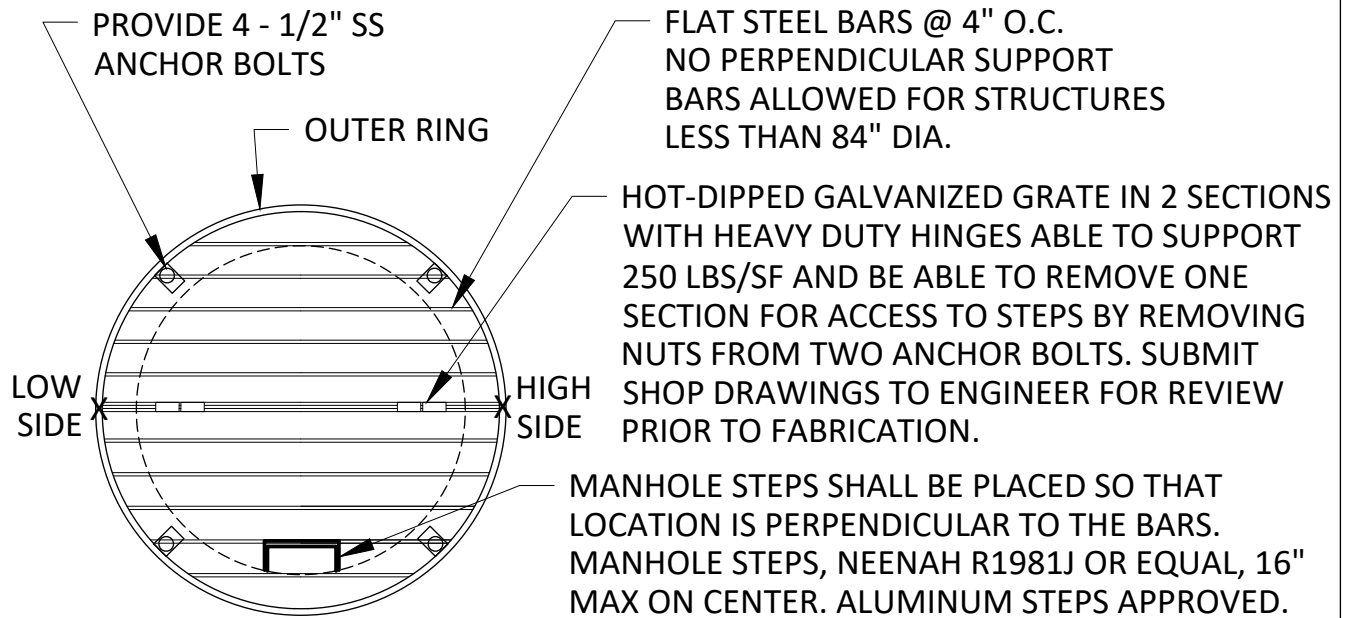


STANDARD DETAILS
TYPICAL BENCH DETAIL

COTTAGE GROVE, MINNESOTA

JANUARY 2025

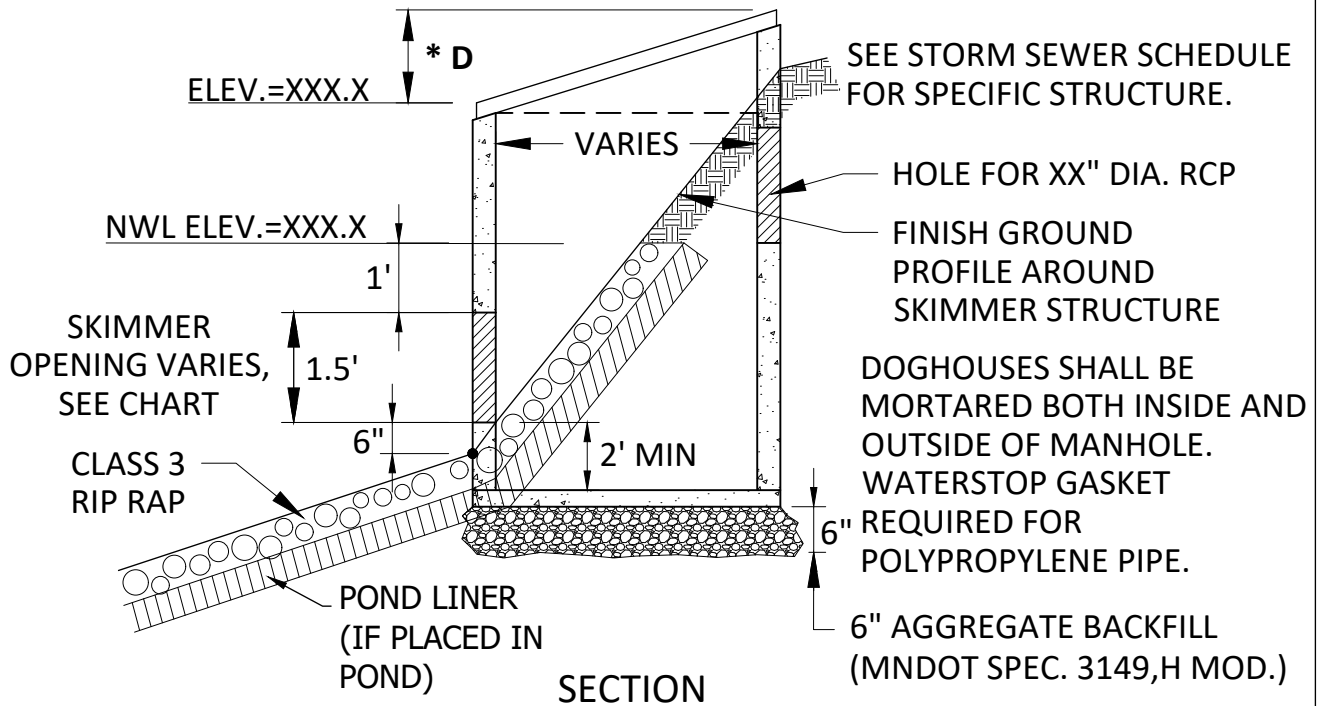
PLATE NO.
STO-15



GRATE DETAIL

MANHOLE DIAMETER	SKIMMER OPENING
4'	3'x1.5'
5'	4.5'x1.5'
6'	6'x1.5'

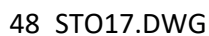
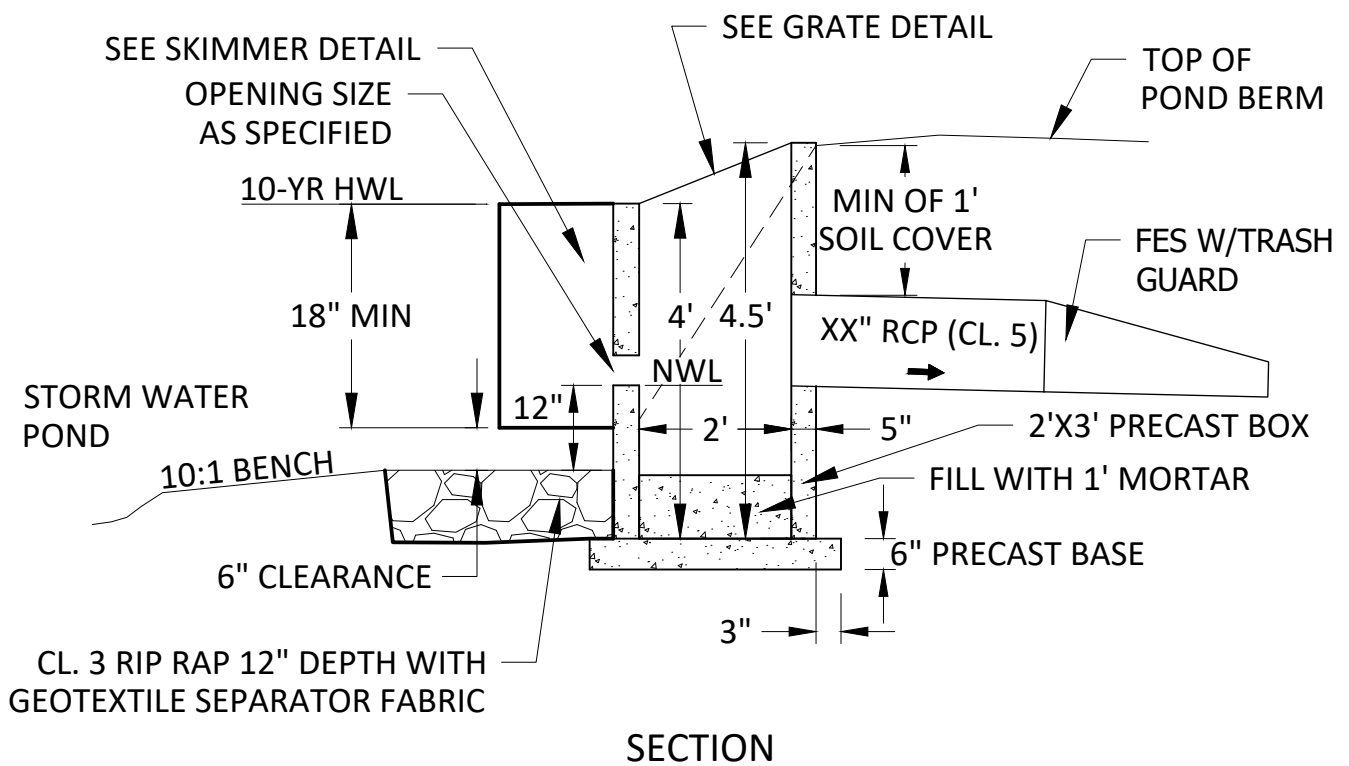
DIAMETER	* D (TOP OF STRUCTURE SLOPE)
48" DIA	9" OR 18"
>48" DIA	12" OR 24"

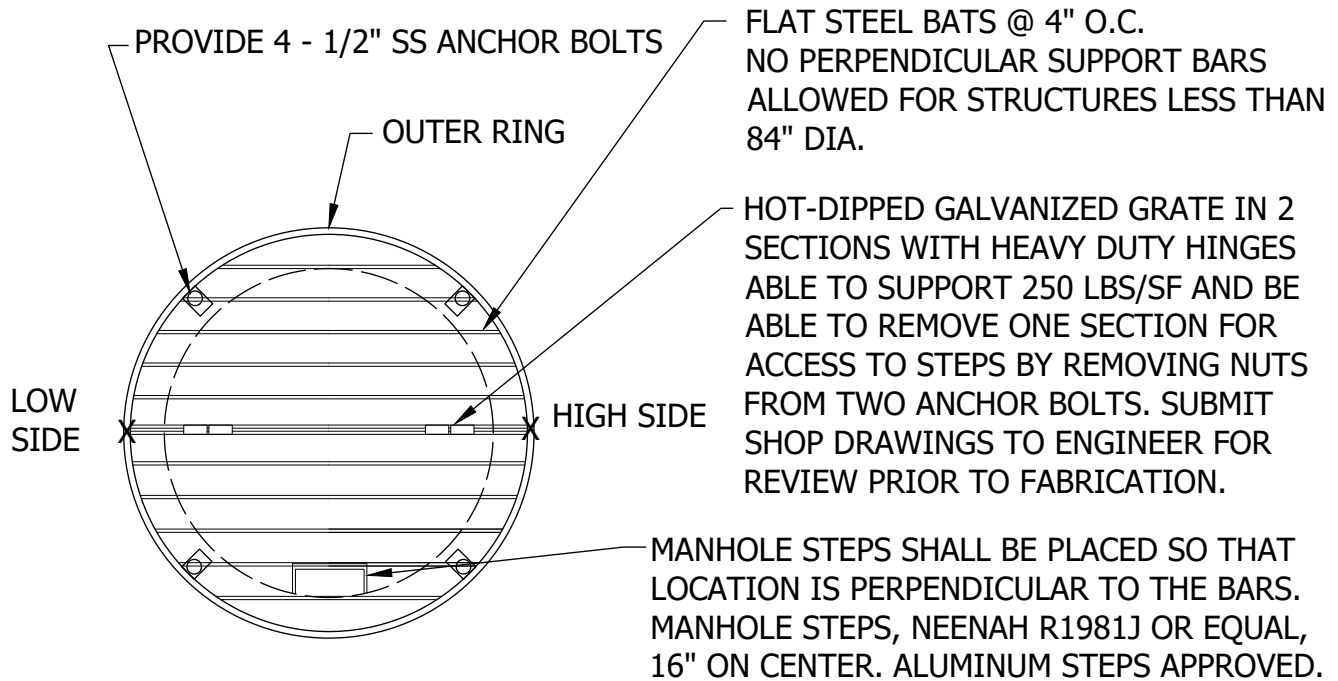


STANDARD DETAILS
STANDARD SKIMMER STRUCTURE
COTTAGE GROVE, MINNESOTA

JANUARY 2025

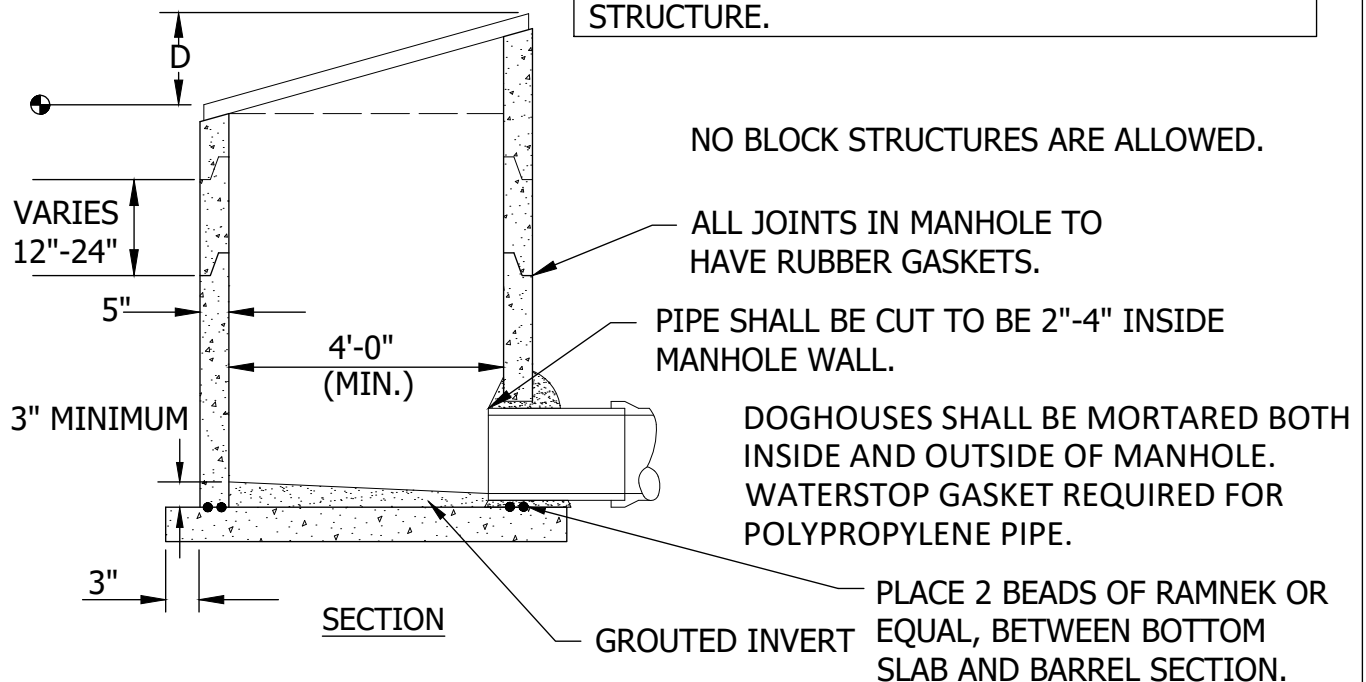
PLATE NO.
STO-16





GRATE DETAIL

<u>DIAMETER</u>	<u>TOP OF STRUCTURE SLOPE (D)</u>
48" DIA.	9" OR 18"
>48" DIA.	12" OR 24"
SEE STORM SEWER SCHEDULE FOR SPECIFIC STRUCTURE.	

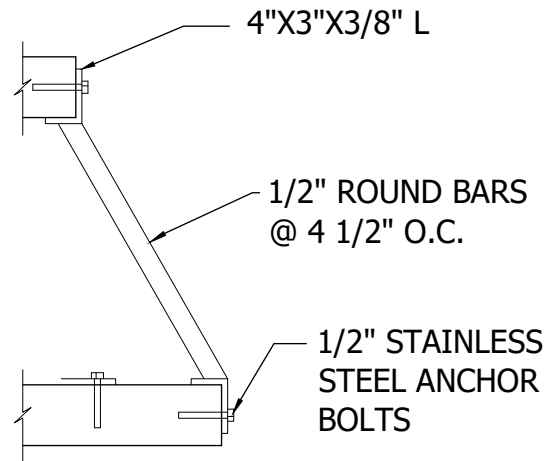
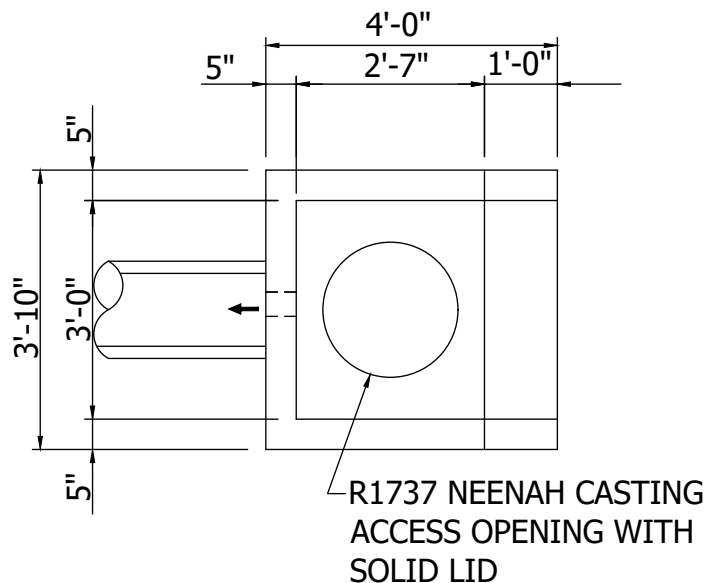


STANDARD DETAILS
STANDARD OVERFLOW STRUCTURE

COTTAGE GROVE, MINNESOTA

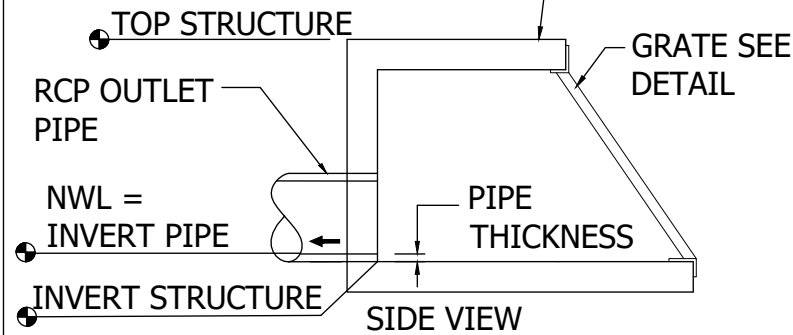
JANUARY 2025

PLATE NO.
STO-18



TOP VIEW

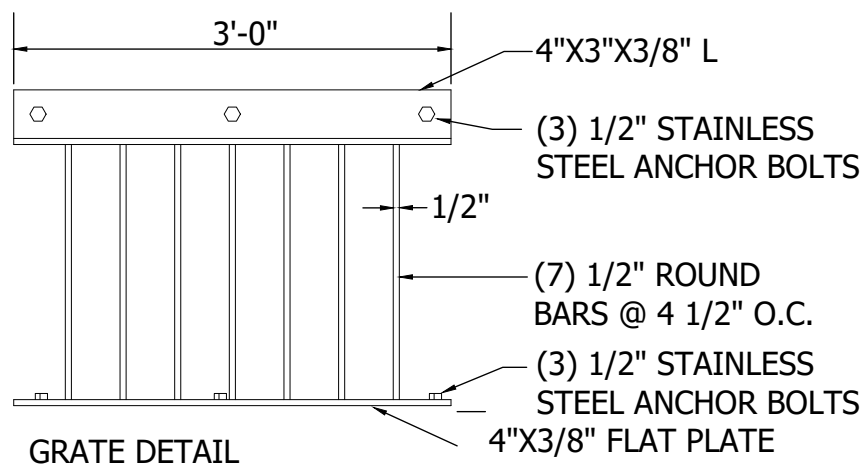
790-2 OR R1737 NEENAH CASTING ACCESS OPENING WITH SOLID LID



SIDE VIEW

OUTLET STRUCTURE NOTES:

1. OUTLET STRUCTURE SHALL BE REINFORCED PRECAST CONCRETE.
2. GRATING SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION.
3. ALL ANCHOR BOLTS SHALL BE 1/2"Ø S.S. EXP. ANCHORS W/ 4" MIN. EMBEDMENT.
4. MAXIMUM SIZE OULET PIPE TO BE 15".



GRATE DETAIL



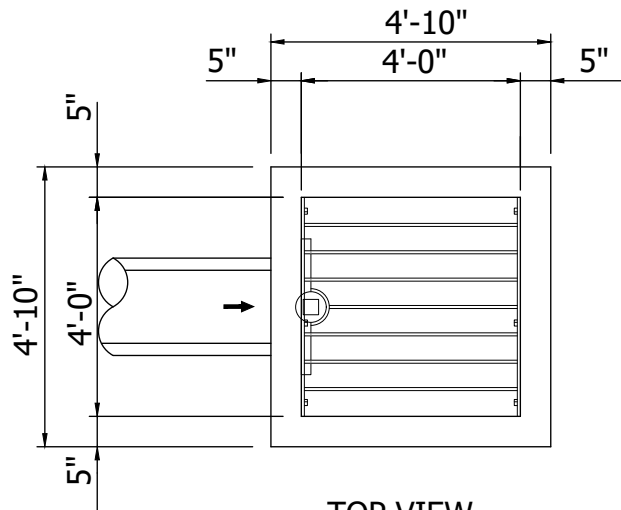
STANDARD DETAILS

OUTLET STRUCTURE

COTTAGE GROVE, MINNESOTA

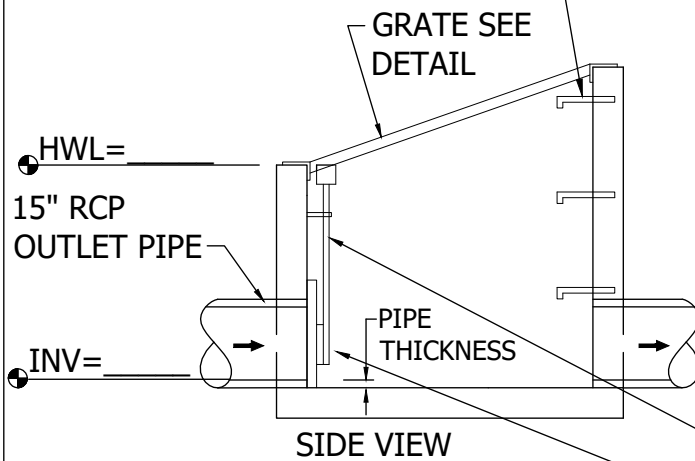
JANUARY 2025

PLATE NO.
STO-19

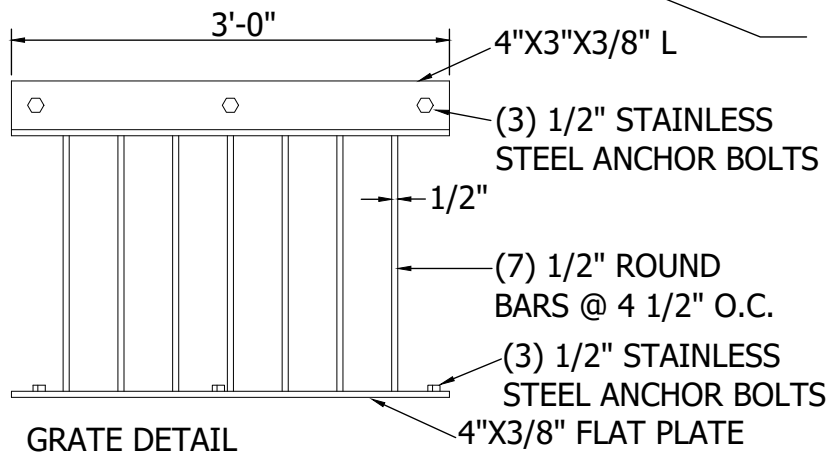


TOP VIEW

MANHOLE STEPS, NEENAH R1981J
OR EQUAL, 16" ON CENTER.
ALUMINUM STEPS APPROVED



SIDE VIEW



GRATE DETAIL

1/2" ROUND BARS
@ 4 1/2" O.C.
4"X3"X3/8" L

1/2" STAINLESS
STEEL ANCHOR
BOLTS

OUTLET STRUCTURE NOTES:

1. OUTLET STRUCTURE SHALL BE REINFORCED PRECAST CONCRETE.
2. GRATING SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION.
3. ALL ANCHOR BOLTS SHALL BE 1/2" ϕ S.S. EXP. ANCHORS W/ 4" MIN. EMBEDMENT.
4. MAXIMUM SIZE OUTLET PIPE TO BE 15".
5. FOR STRUCTURES CAST IN 2 SECTIONS, MASTIC SHALL BE USED TO PROVIDE A WATERTIGHT SEAL AND SECTIONS SHALL BE SECURED USING WELD PLATES.
6. GRATE MAY BE VARIED WITH APPROVAL FROM ENGINEER
7. ENGINEER TO REVIEW SHOP DRAWINGS BEFORE CONSTRUCTION

SLUICE GATE OPERATING NUT & ROD
SECURE TO WALL W/MOUNTING BRACKET

SLUICE GATE W/ SPECIFIED ORIFICE

- 12" OPENING N.R. STEM
- 2" SQUARE OPERATING NUT
- 4 1/2" ORIFICE AS SPECIFIED



STANDARD DETAILS

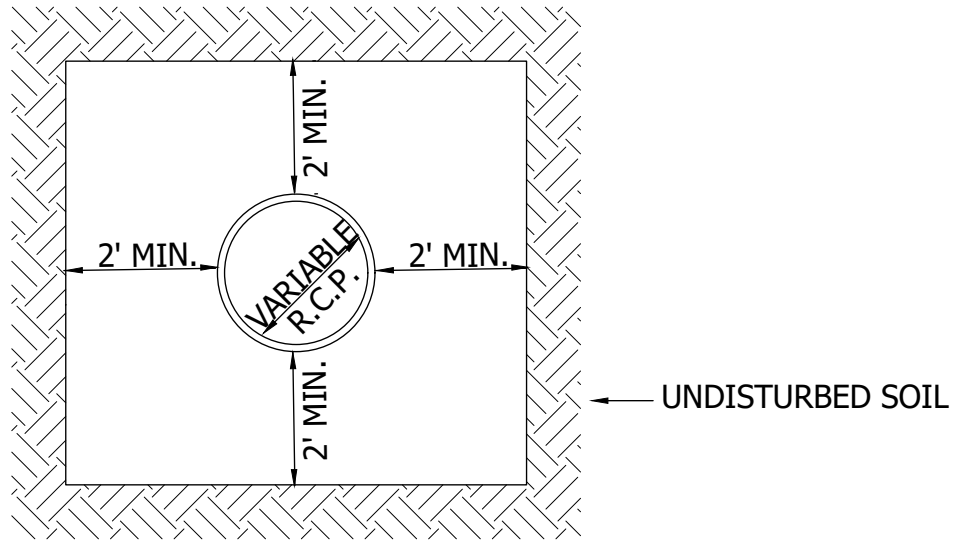
OVERFLOW STRUCTURE WITH
SLUICE GATE WITH ORIFICE

COTTAGE GROVE, MINNESOTA

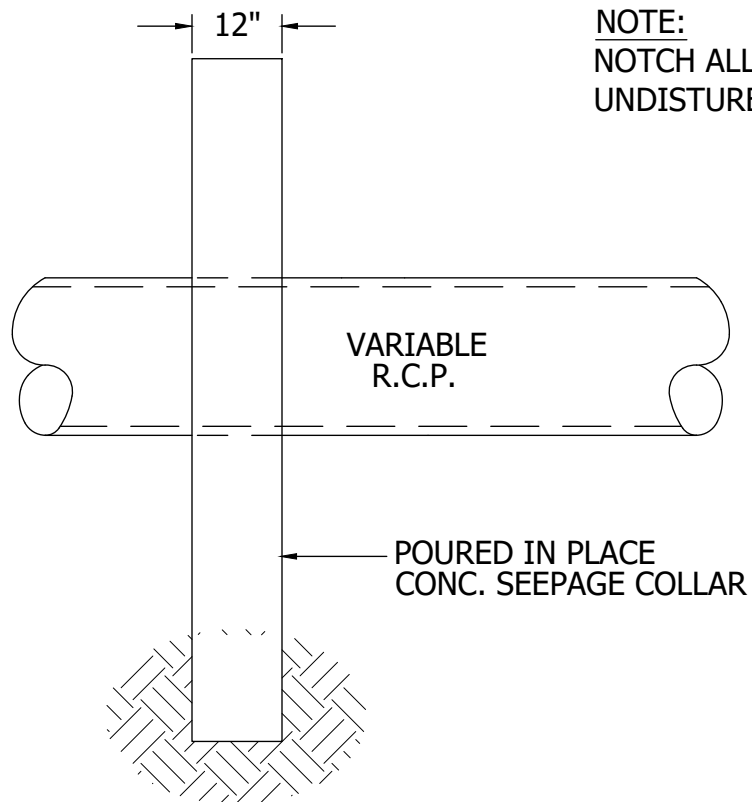
JANUARY 2025

PLATE NO.

STO-20



SECTION A-A



NOTE:
NOTCH ALL SIDES INTO
UNDISTURBED SOIL



**Cottage
Grove**

Where Pride and Prosperity Meet

STANDARD DETAILS

SEEPAGE COLLAR

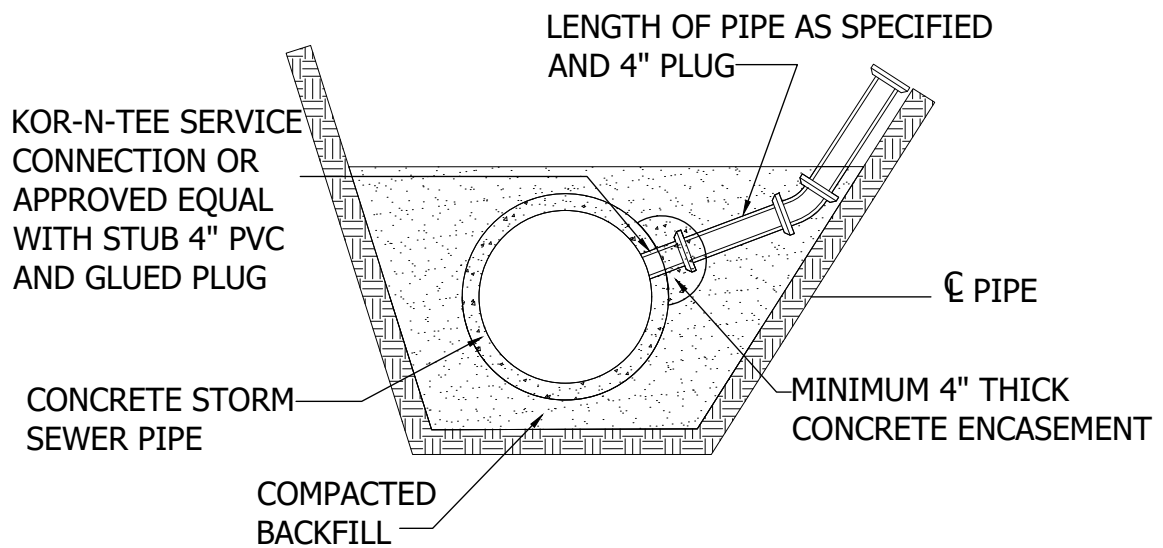
COTTAGE GROVE, MINNESOTA

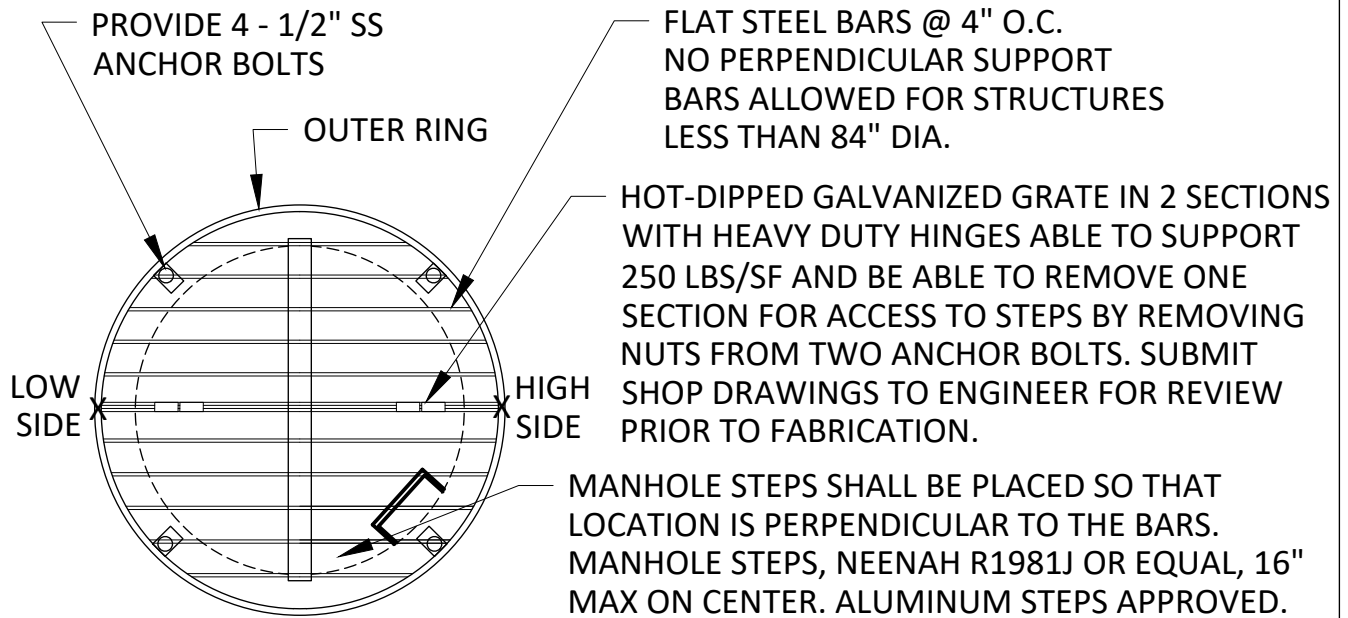
JANUARY 2025

PLATE NO.

STO-21

NOTE:
SERVICE CONNECTIONS TO BE
AT 2 O'CLOCK OR 10 O'CLOCK



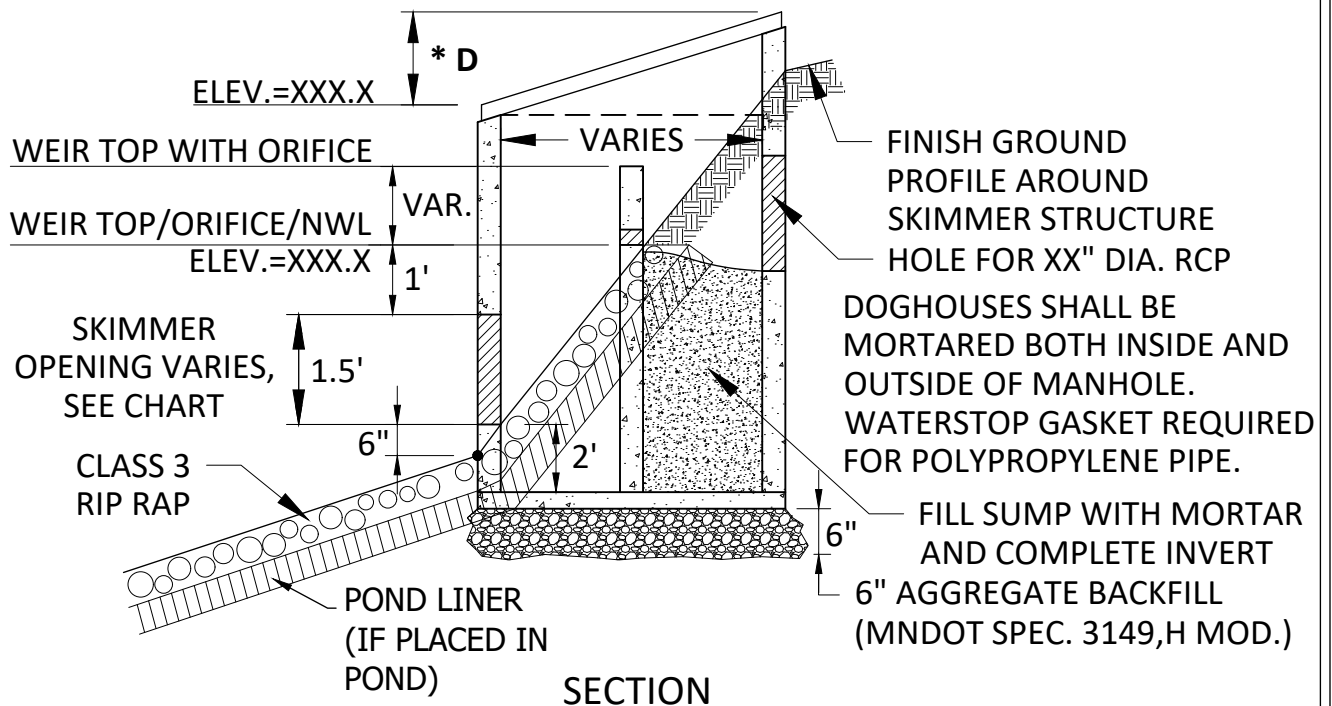


GRATE DETAIL

SEE STORM SEWER SCHEDULE FOR SPECIFIC WEIR WALL.
SEE STORM SEWER SHEETS FOR SPECIFIC STRUCTURE
ELEVATIONS.

MANHOLE DIAMETER	SKIMMER OPENING
5'	4.5'x1.5'
6'	6'x1.5'

DIAMETER	* D (TOP OF STRUCTURE SLOPE)
>48" DIA	12" OR 24"

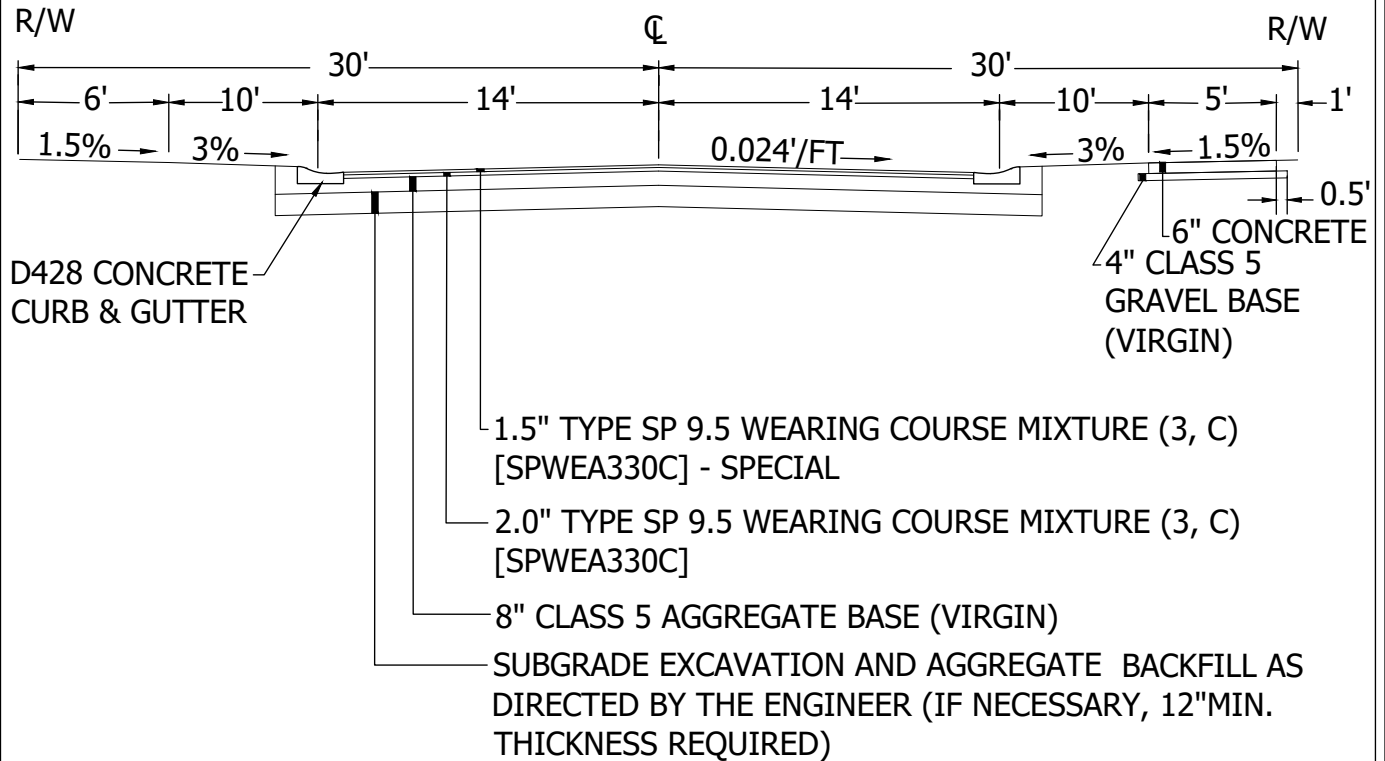


STANDARD DETAILS
**STANDARD SKIMMER STRUCTURE
WITH WEIR WALL**
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STO-23

RESIDENTIAL (28' F-F)



NOTES:

1. TOP OF D428 CURB IS 0.03' BELOW DESIGN CL GRADE.
2. R.O.W. TO BE 0.31' ABOVE DESIGN CL ELEVATION.



STANDARD DETAILS

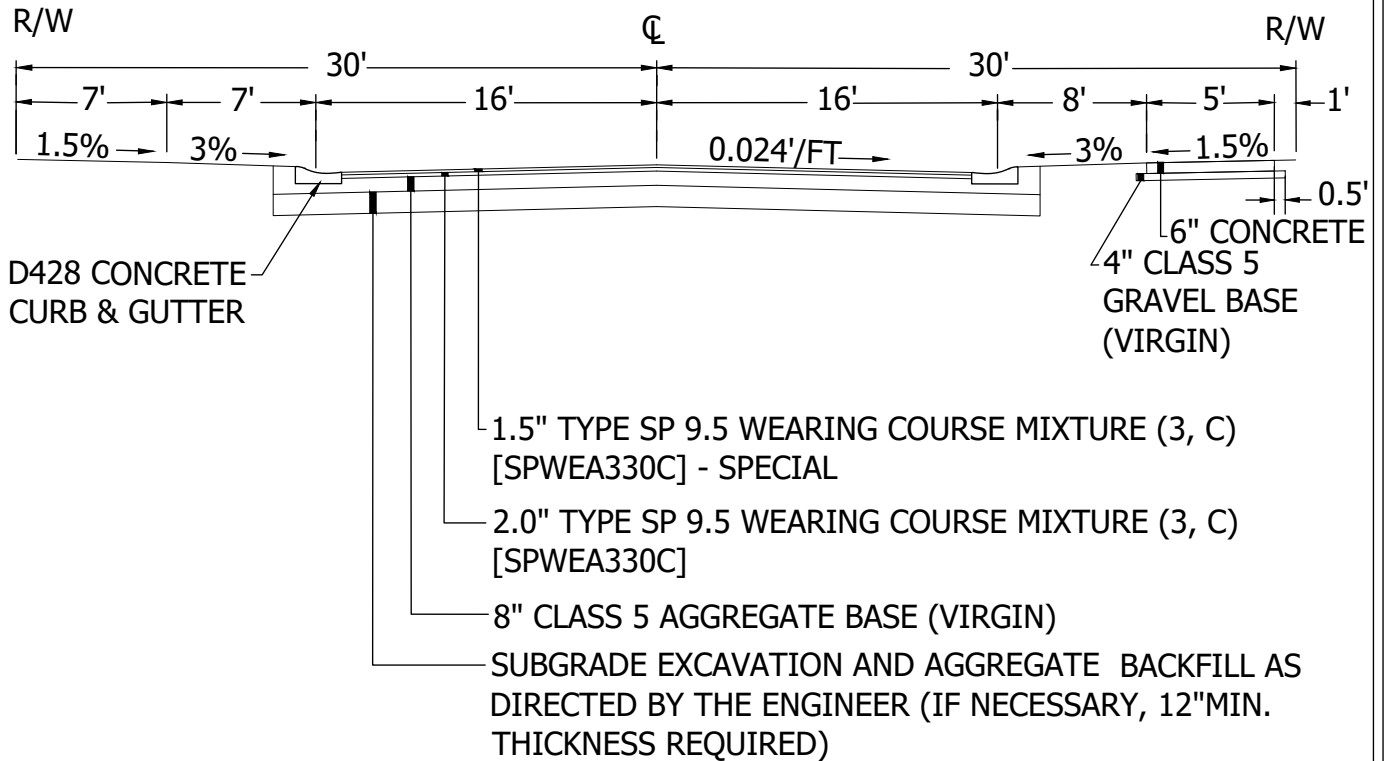
TYPICAL PUBLIC STREET SECTION
RESIDENTIAL (28' F-F)

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-1

RESIDENTIAL (32' F-F)



NOTES:

1. TOP OF D428 CURB IS 0.08 BELOW DESIGN CL GRADE.
2. R.O.W. TO BE 0.19' ABOVE DESIGN CL ELEVATION.



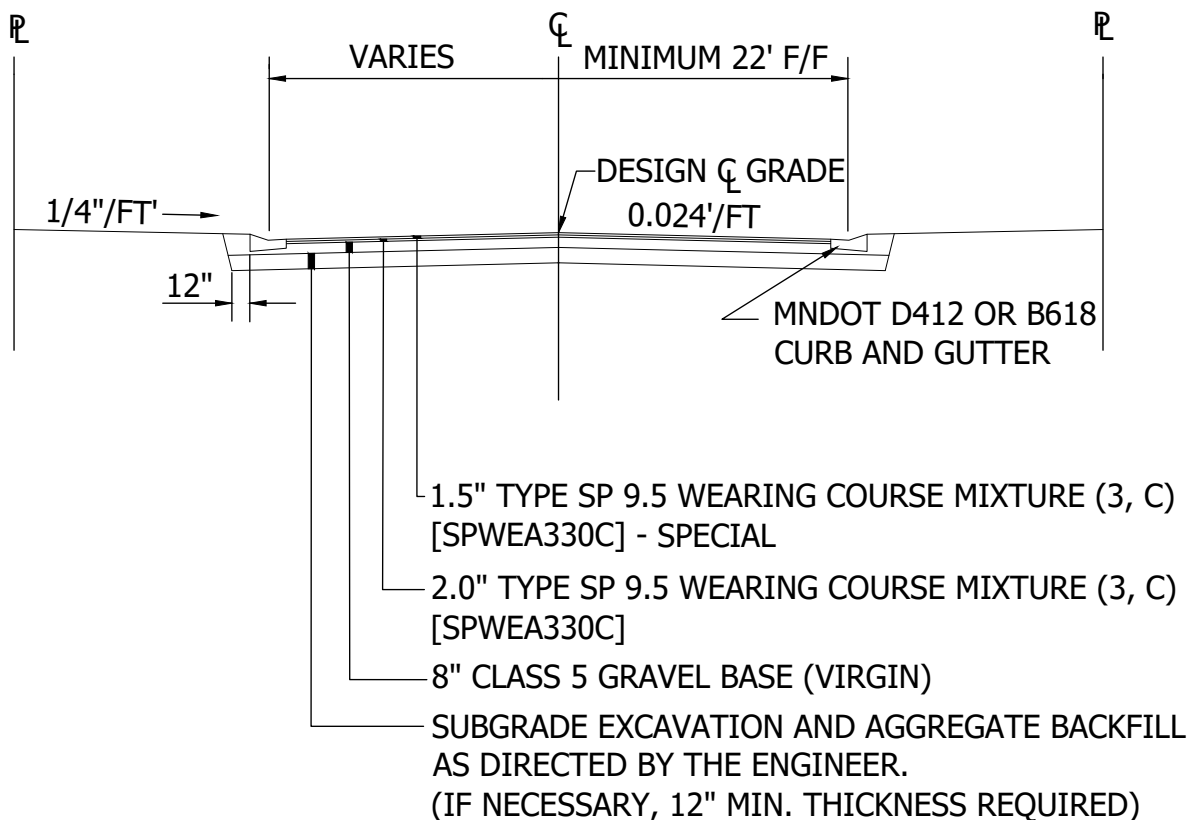
STANDARD DETAILS

TYPICAL PUBLIC STREET SECTION
RESIDENTIAL (32' F-F)

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-2



STANDARD DETAILS

TYPICAL PRIVATE STREET
SECTION URBAN

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-3

SURMOUNTABLE D-428 MOD.
CONCRETE CURB & GUTTER

R60'

RIGHT-OF-WAY

R46' (F/C)

14' BOULEVARD (F/C)

R20' (F/C)

28' F-F

STANDARD CUL-DE-SAC

SURMOUNTABLE D-428 MOD.
CONCRETE CURB & GUTTER

R65'

RIGHT-OF-WAY

16' BOULEVARD (F/C)

5' CLEAR ZONE

R6' (F/C)

R21' (F/C)

R49' (F/C)

PLANTINGS REQUIRE
CITY APPROVAL

MNDOT B618 CONCRETE
CURB & GUTTER

CONSTRUCT CONCRETE
APPROACH NOSE
DETAIL PLATE STR-39.

R30' (F/C)

28' F-F

NOTE:

CURB AND GUTTER TO BE B618 (GUTTER OUT).

ISLAND CUL-DE-SAC



STANDARD DETAILS
TYPICAL CUL-DE-SAC SECTIONS
RESIDENTIAL (28' F-F)
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-4

SURMOUNTABLE D-428 MOD.
CONCRETE CURB & GUTTER

R60'

RIGHT-OF-WAY

R46' (F/C)

14' BOULEVARD (F/C)

R20' (F/C)

32' F-F

STANDARD CUL-DE-SAC

SURMOUNTABLE D-428 MOD.
CONCRETE CURB & GUTTER

R65'

RIGHT-OF-WAY

R51' (F/C)

14' BOULEVARD (F/C)

5' CLEAR ZONE

R6' (F/C)

32' F-F

MNDOT B618 CONCRETE
CURB & GUTTER

19' (F/C)

PLANTINGS REQUIRE
CITY APPROVAL

CONSTRUCT CONCRETE
APPROACH NOSE
DETAIL PLATE STR-39.

26'

R30' (F/C)

32' F-F

NOTE:

CURB AND GUTTER TO BE B618 (GUTTER OUT).

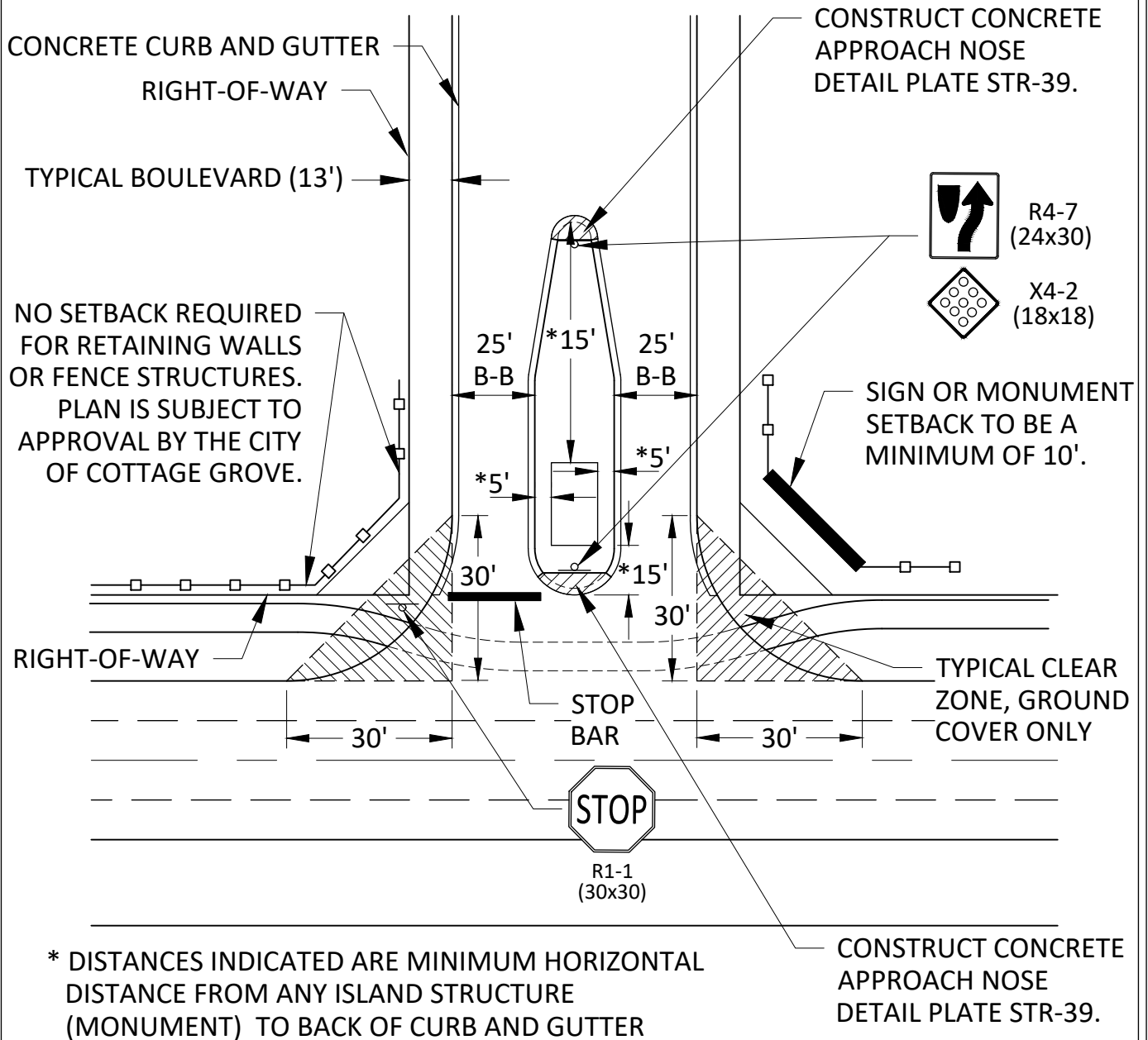
ISLAND CUL-DE-SAC



STANDARD DETAILS
TYPICAL CUL-DE-SAC SECTIONS
RESIDENTIAL (32' F-F)
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-5

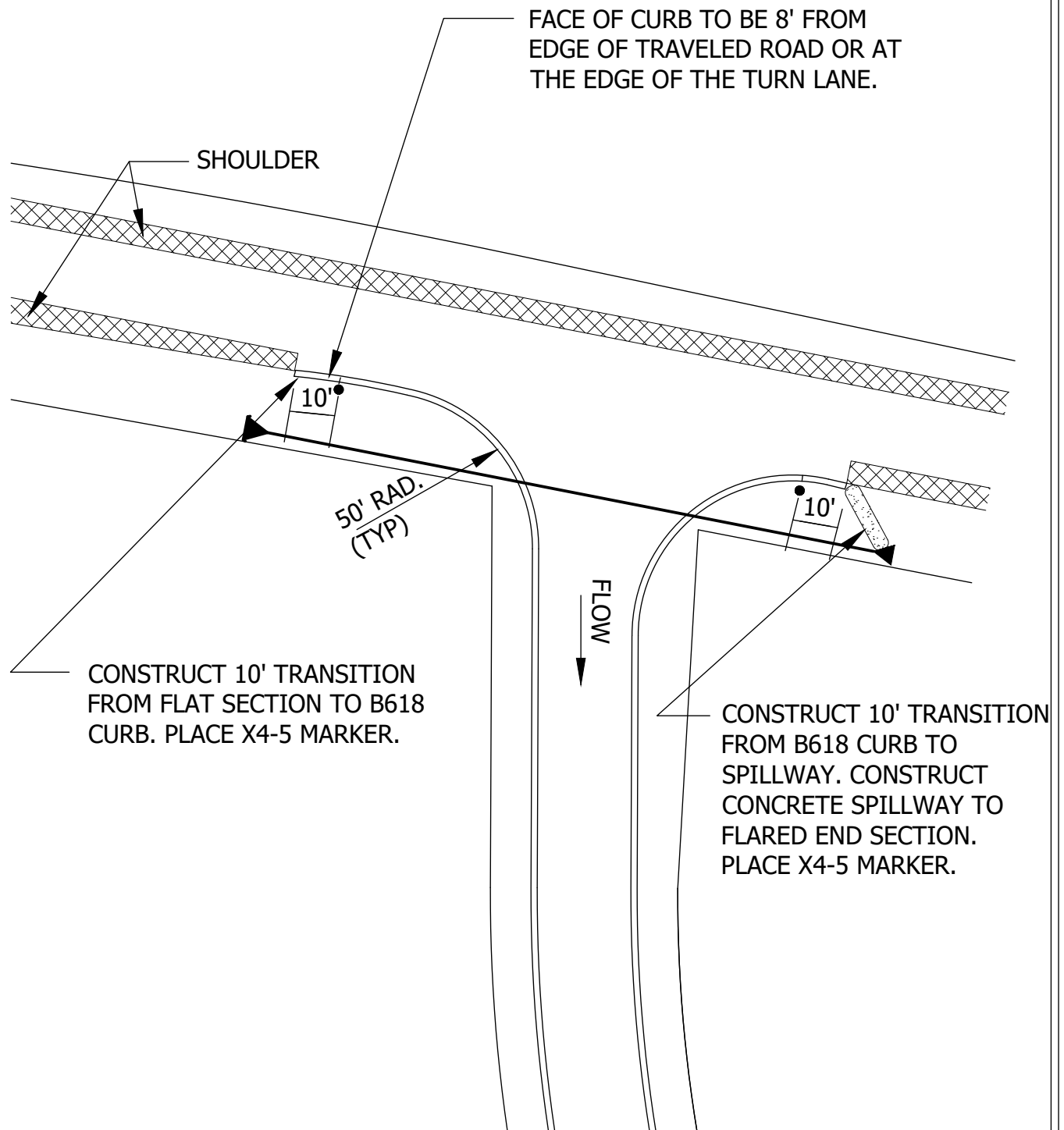


STANDARD DETAILS ENTRANCE DETAIL

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-6



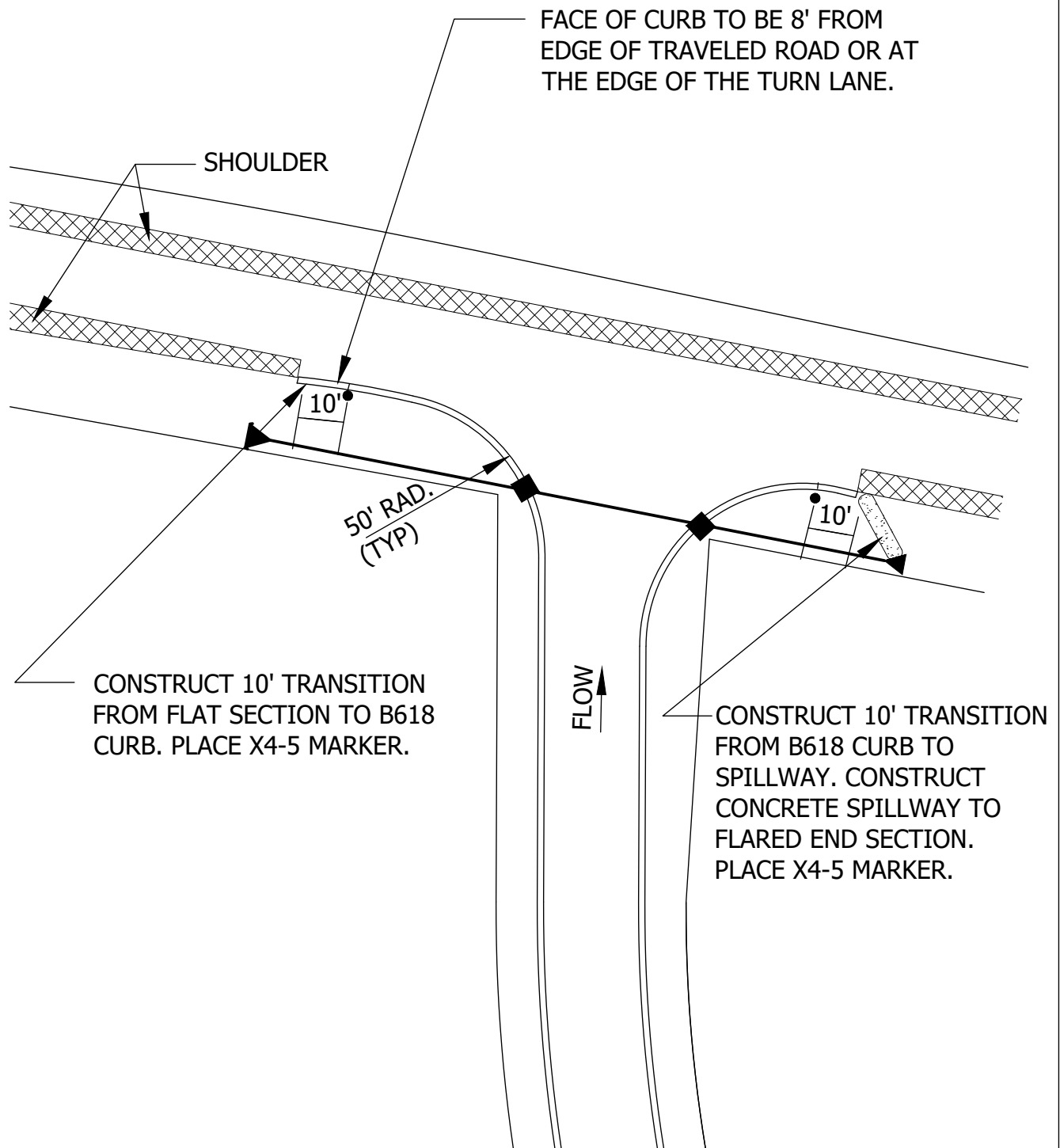
**Cottage
Grove**
Where Pride and Prosperity Meet

STANDARD DETAILS
RURAL ROADWAY STREET
ENTRANCE

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-7



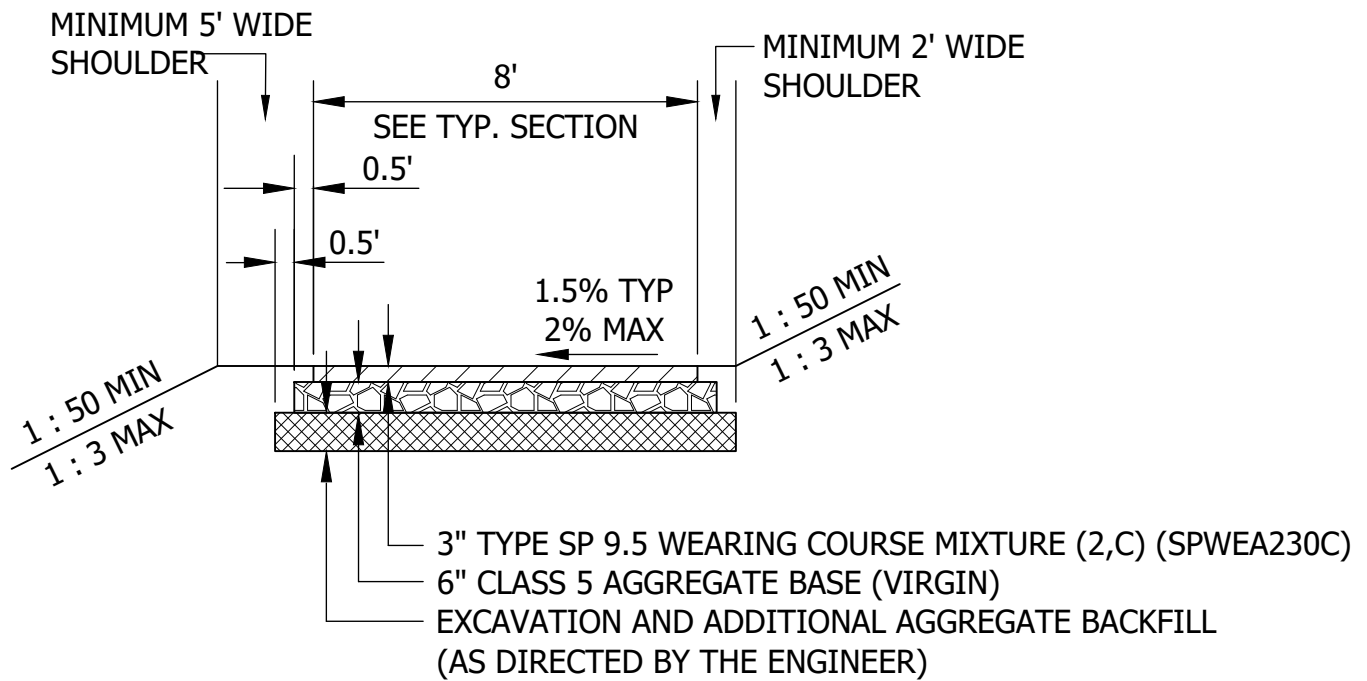
NOTE:
IF CATCHBASINS ARE NOT REQUIRED,
THEN CONCRETE SPILLWAY WILL BE REQUIRED



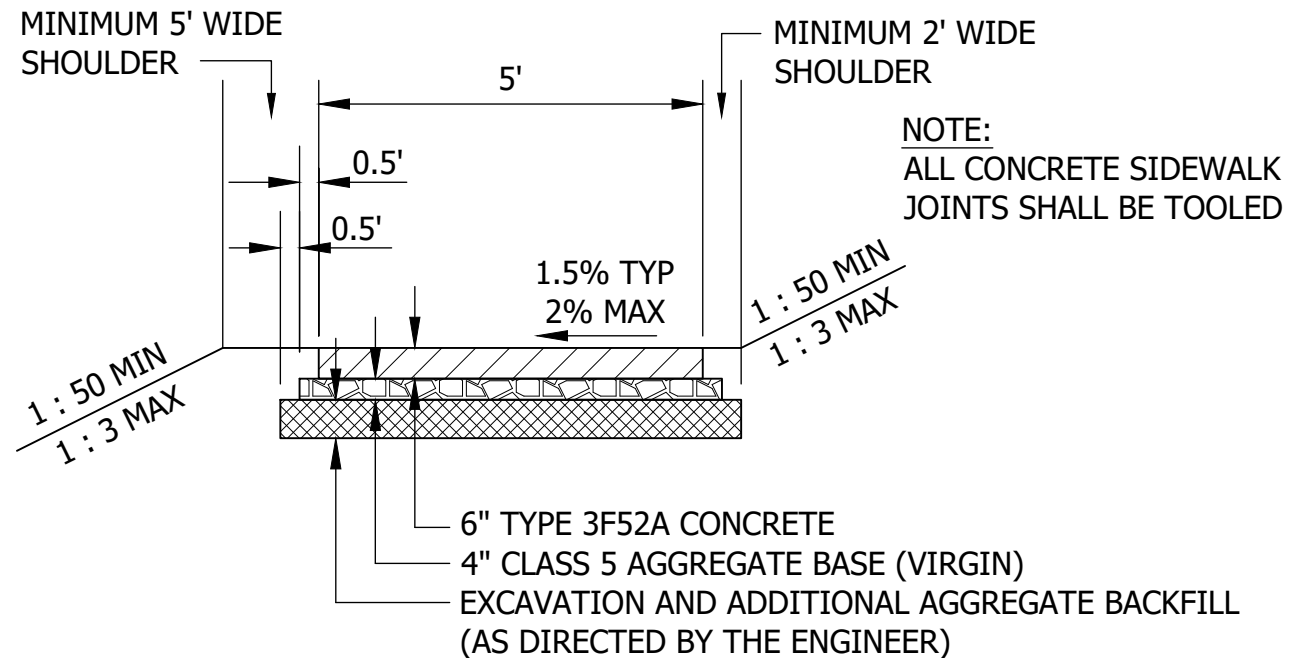
STANDARD DETAILS
RURAL ROADWAY STREET
ENTRANCE WITH CATCHBASINS
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-8



BITUMINOUS TRAIL



CONCRETE SIDEWALK



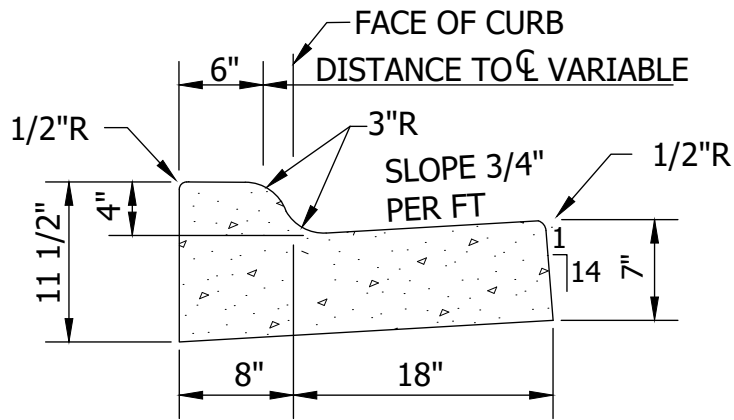
STANDARD DETAILS

TYPICAL BITUMINOUS TRAIL AND
CONCRETE SIDEWALK SECTIONS

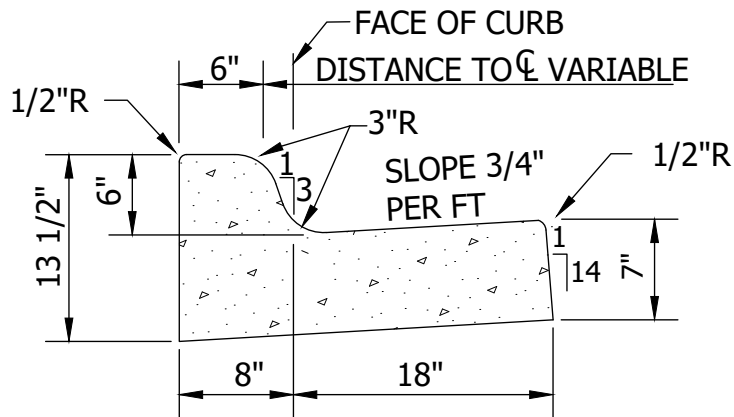
COTTAGE GROVE, MINNESOTA

JANUARY 2025

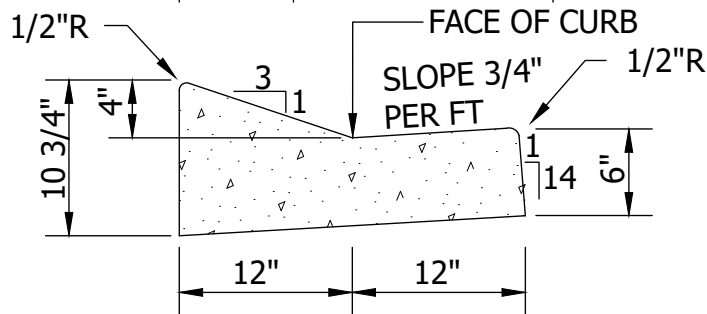
PLATE NO.
STR-9



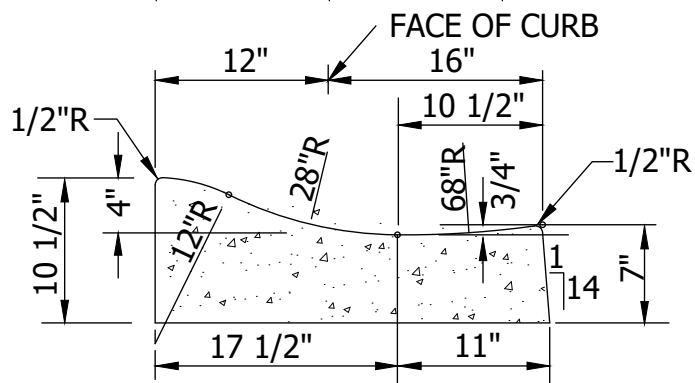
MNDOT B418 MOD



MNDOT B618 MOD



SURMOUNTABLE
D-412 MOD



SURMOUNTABLE
D-428 MOD



STANDARD DETAILS
CURB AND GUTTER

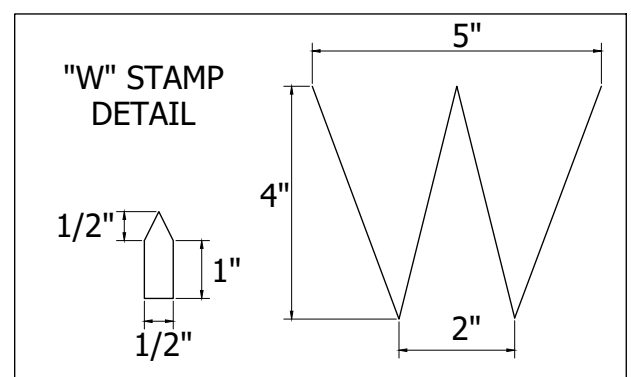
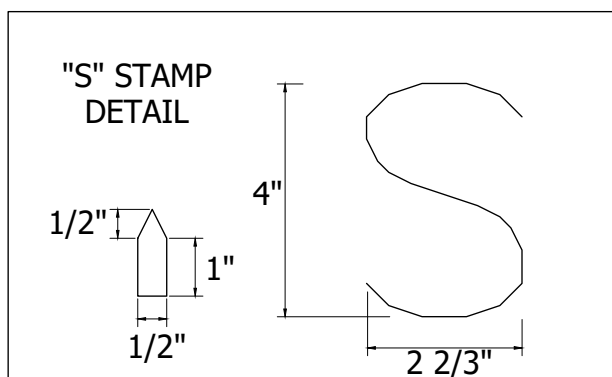
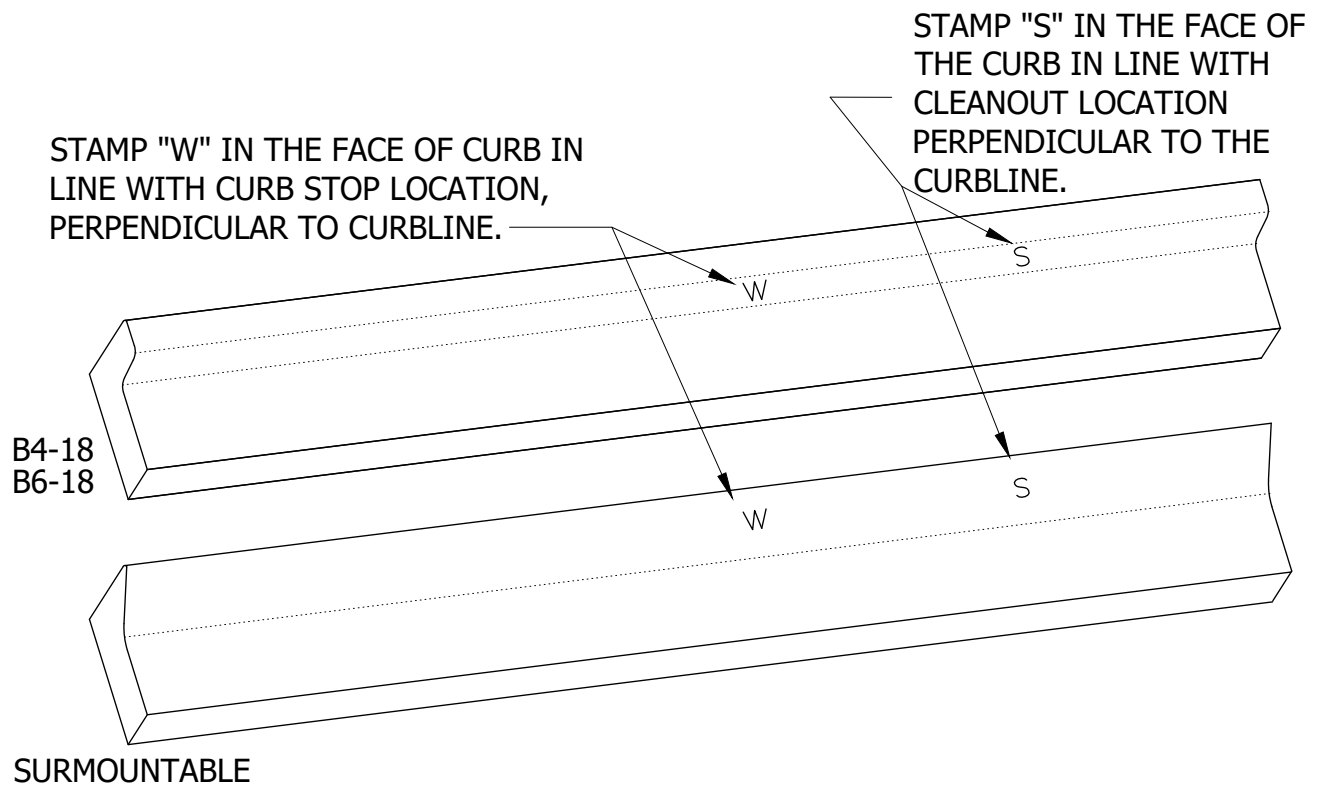
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-10

NOTES:

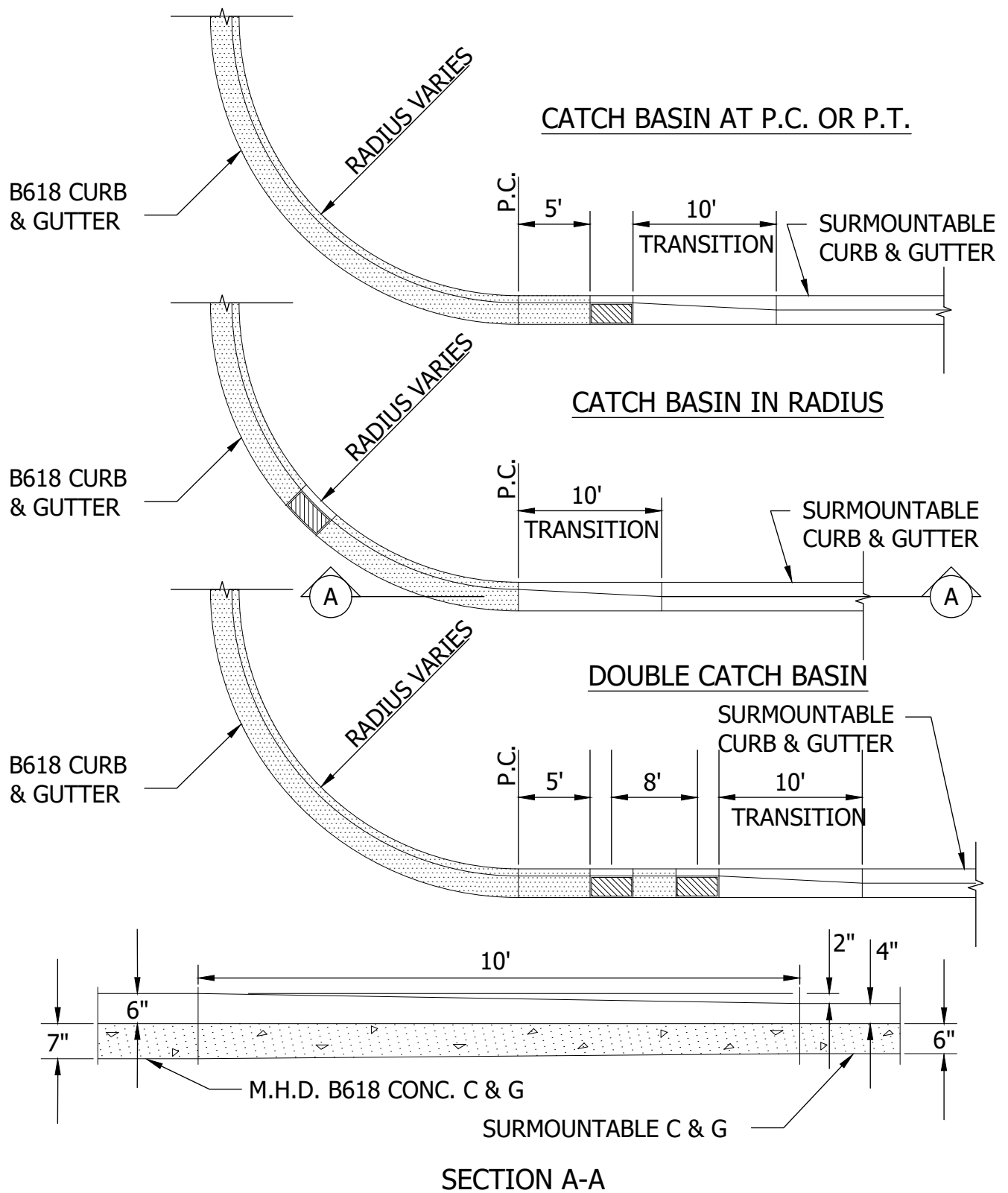
1. ALL NEW AND EXISTING WATER AND SEWER SERVICE LOCATIONS SHALL BE MARKED IN CURB AS SHOWN. STAMPING OF SERVICE LOCATIONS SHALL BE CONSIDERED INCIDENTAL TO THE PRICE OF CURB.
2. CONCRETE CURB PANELS WITH W'S AND S'S NOT PLACED BY SPECIFIED STAMP WILL NOT BE ACCEPTED.



STANDARD DETAILS
WATER AND SEWER SERVICE
LOCATION STAMP IN CURB
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-11



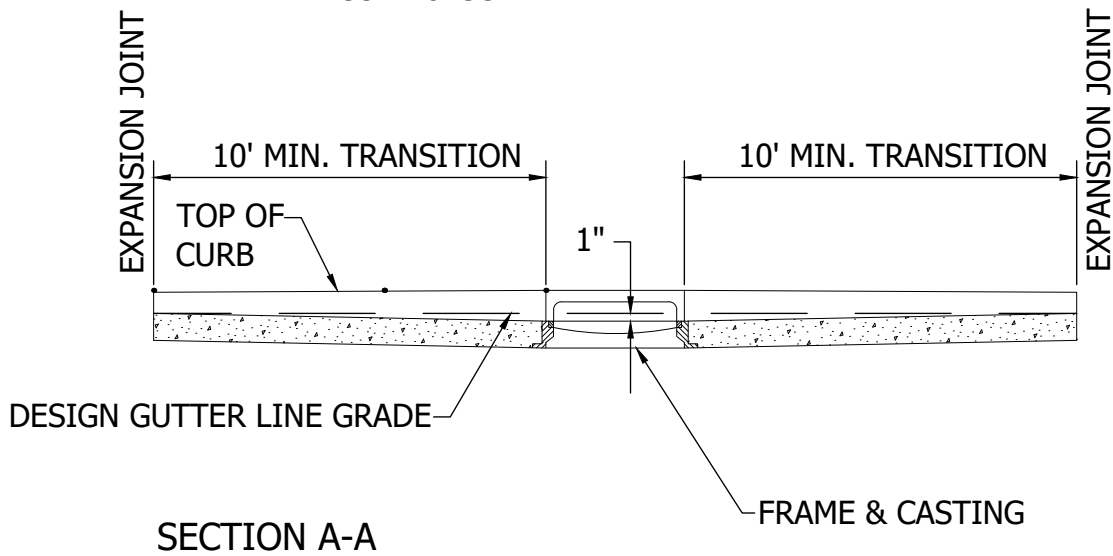
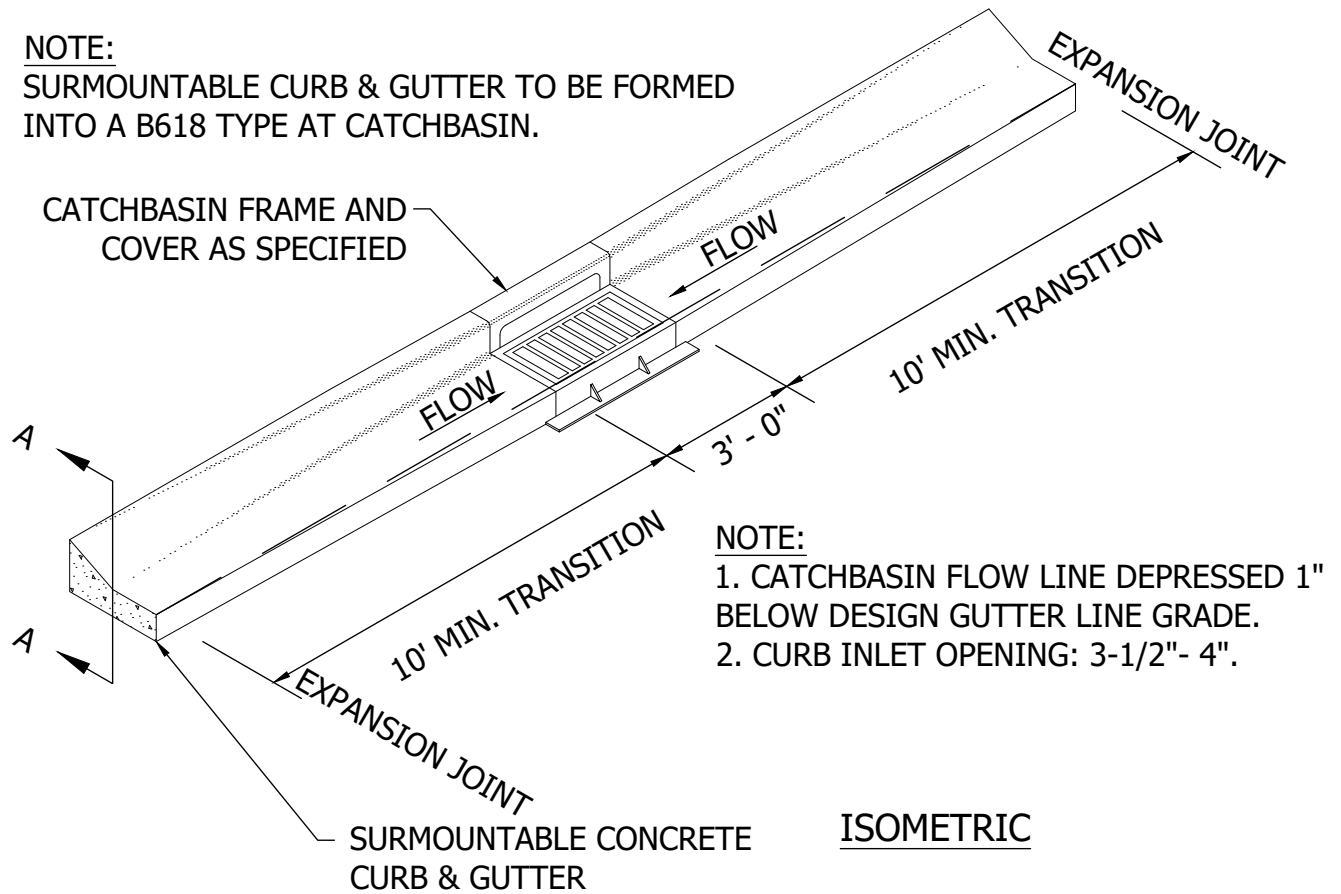
STANDARD DETAILS
 CONCRETE CURB AND GUTTER
 TRANSITION
 COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-12

NOTE:

SURMOUNTABLE CURB & GUTTER TO BE FORMED INTO A B618 TYPE AT CATCHBASIN.



**Cottage
Grove**
Where Pride and Prosperity Meet

STANDARD DETAILS

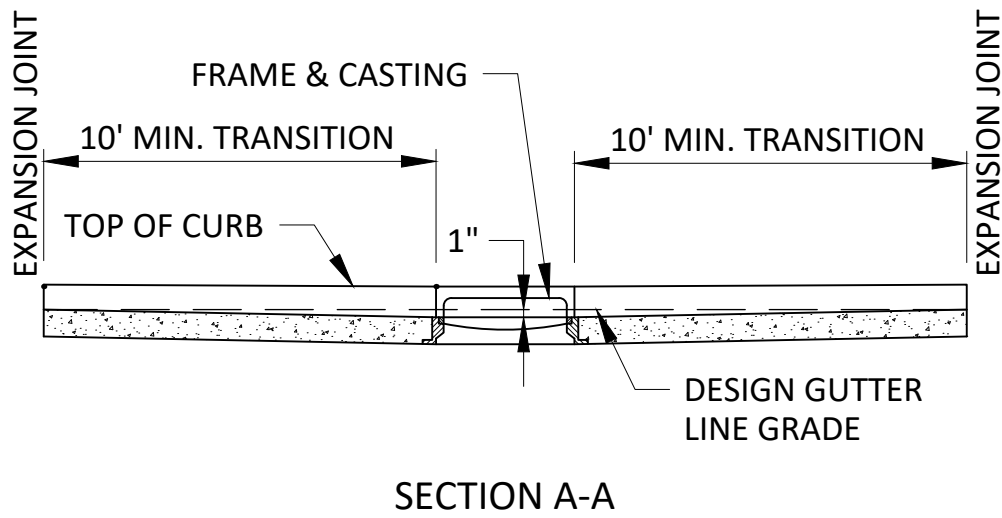
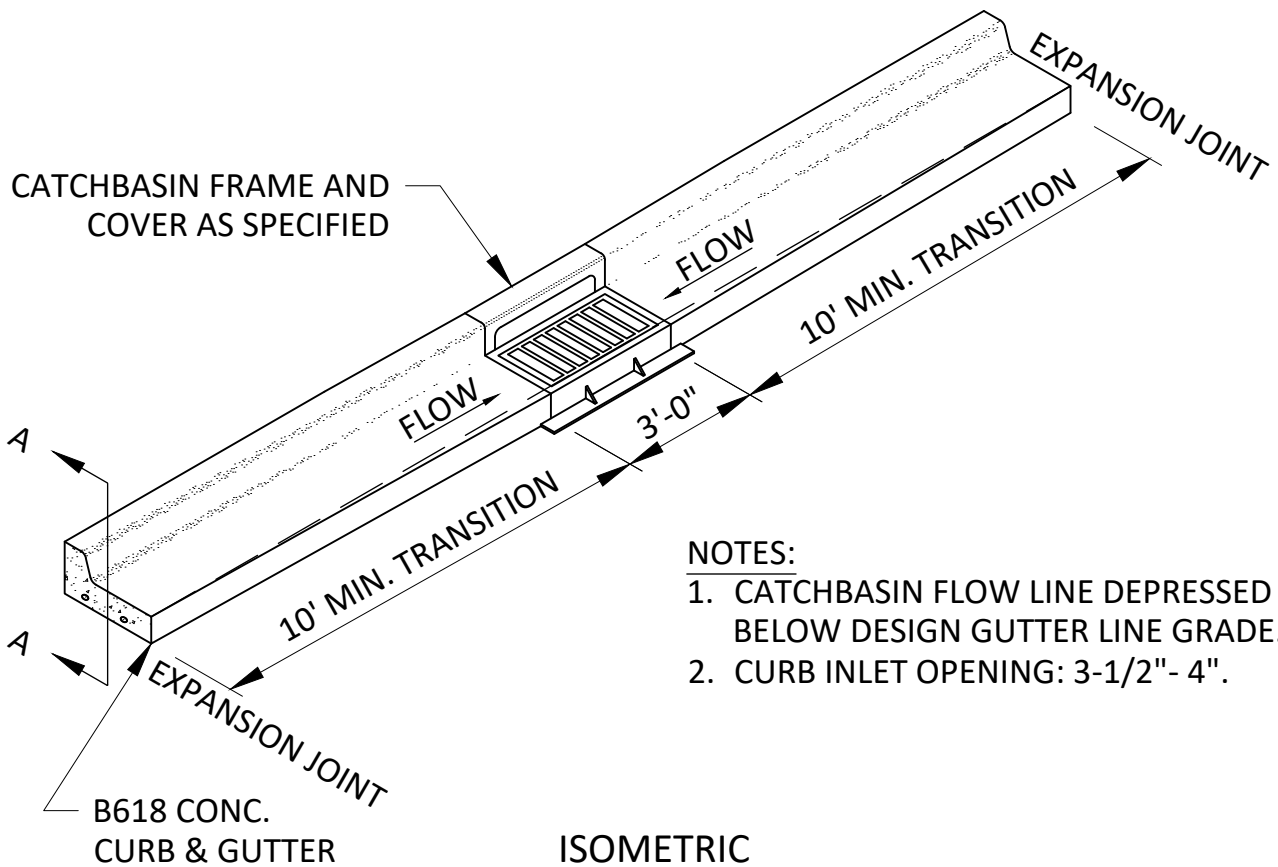
SURMOUNTABLE CURB AND GUTTER
CONSTRUCTION AT CATCHBASIN

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.

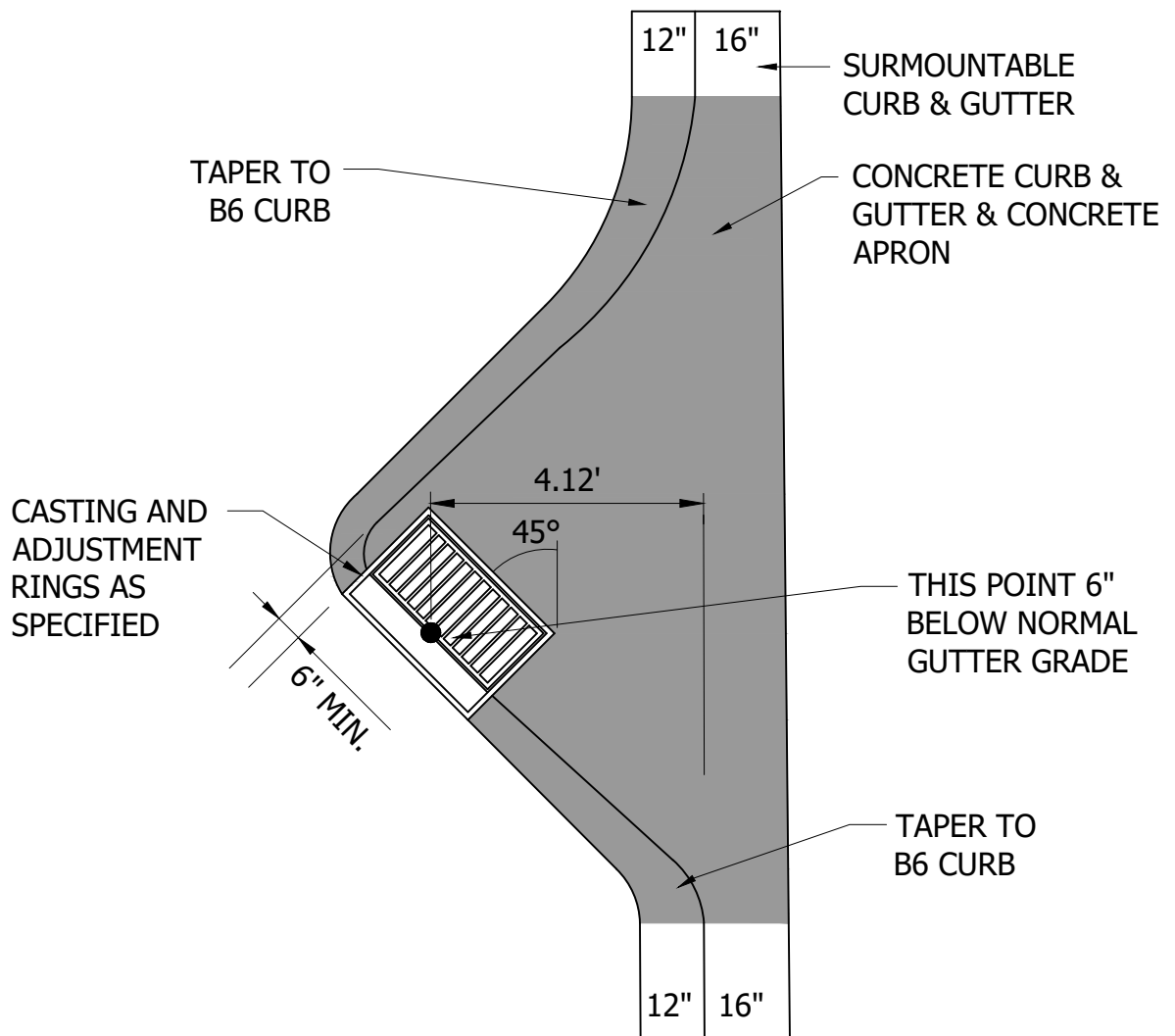
STR-13



STANDARD DETAILS
B618 CURB AND GUTTER
CONSTRUCTION AT CATCHBASIN
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-14



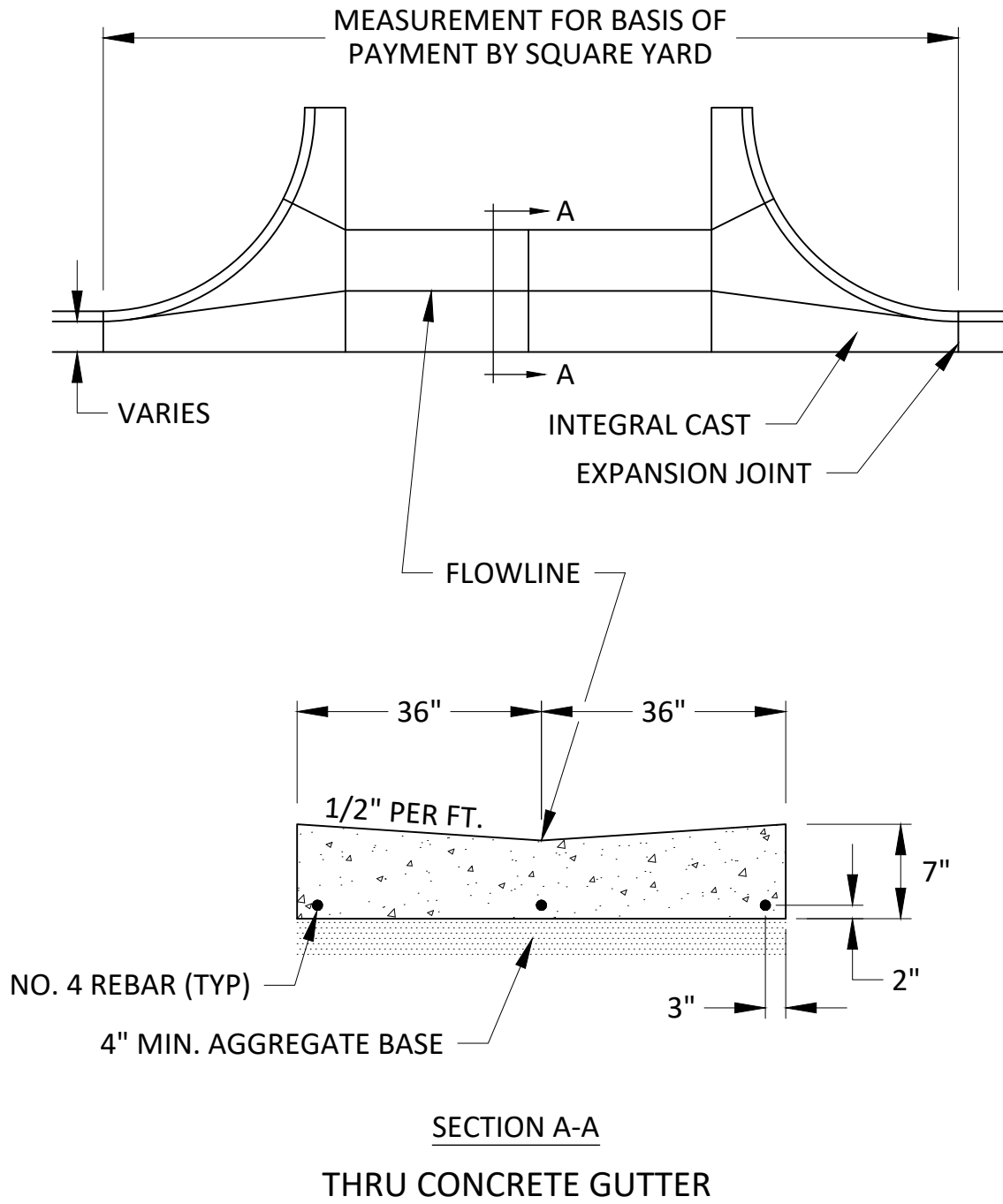
NOTE:
APRON PAYMENT IS FOR SHADED AREA ONLY.

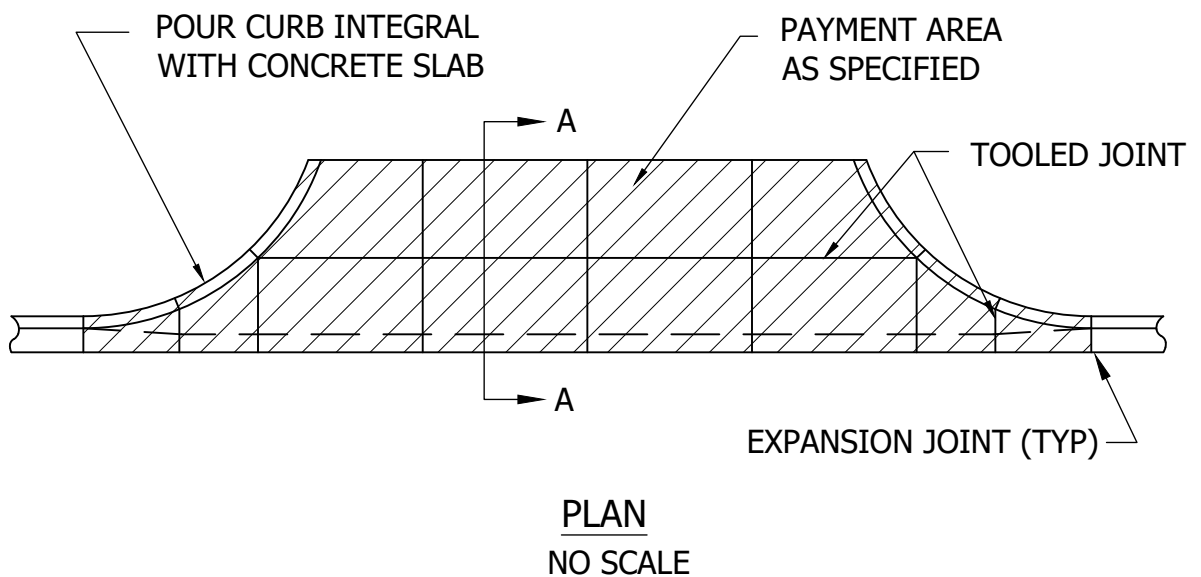
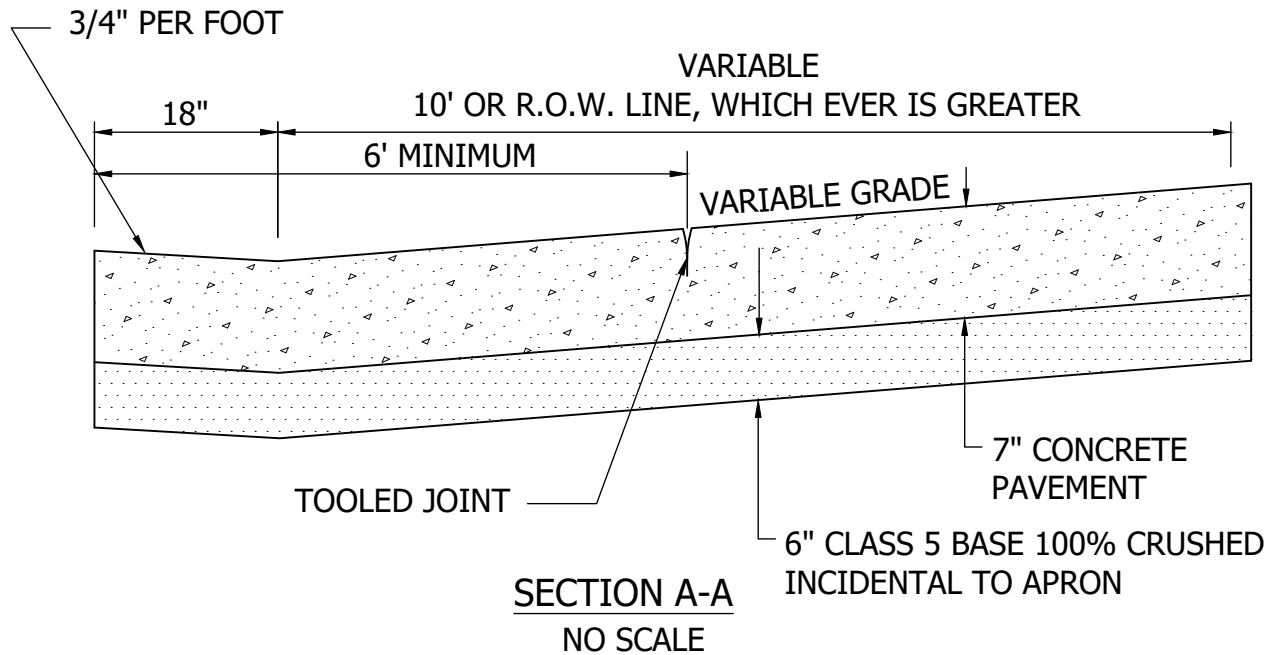


STANDARD DETAILS
4' DIA. HIGH CAPACITY
CATCH BASIN B618 CURB
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-15

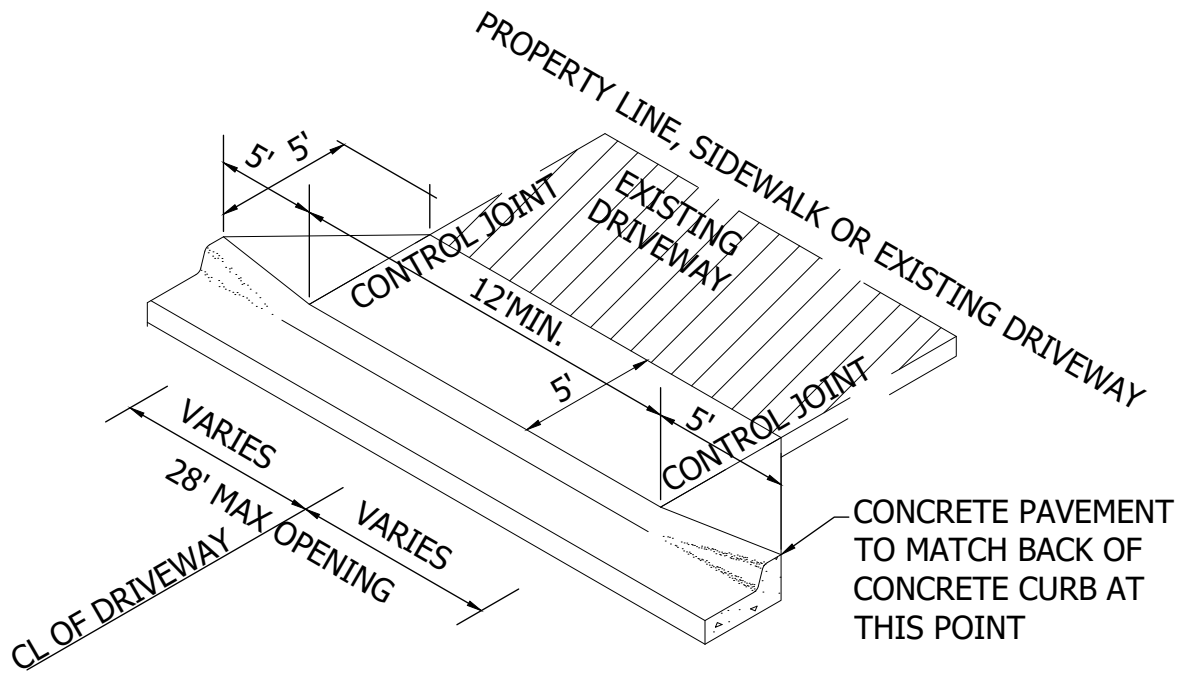
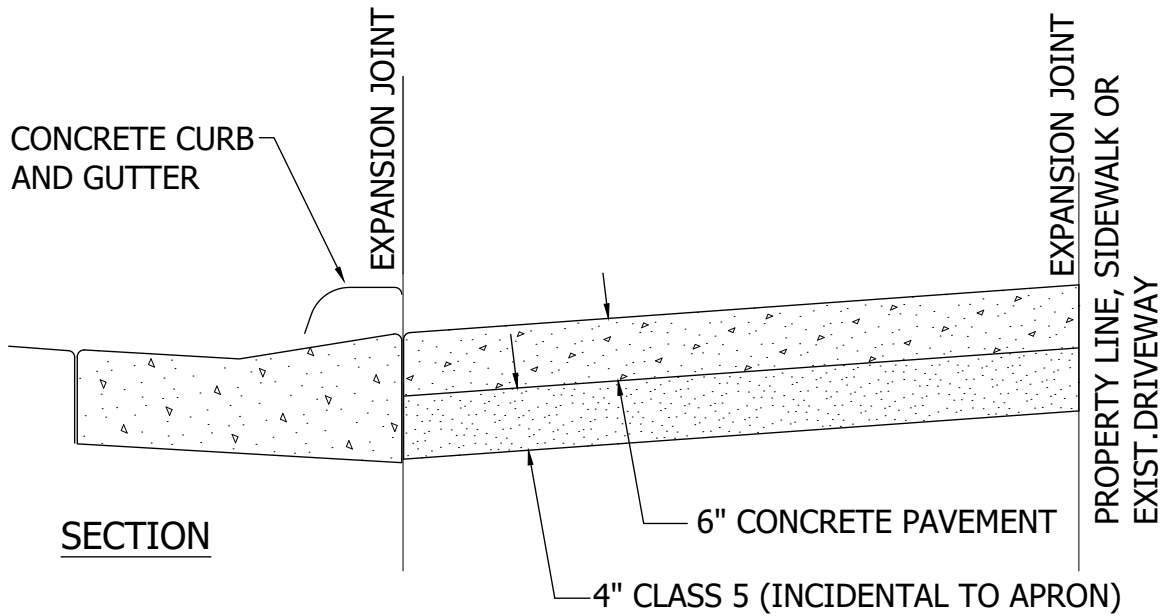




STANDARD DETAILS
CONCRETE DRIVEWAY APRON
COMMERCIAL
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-17



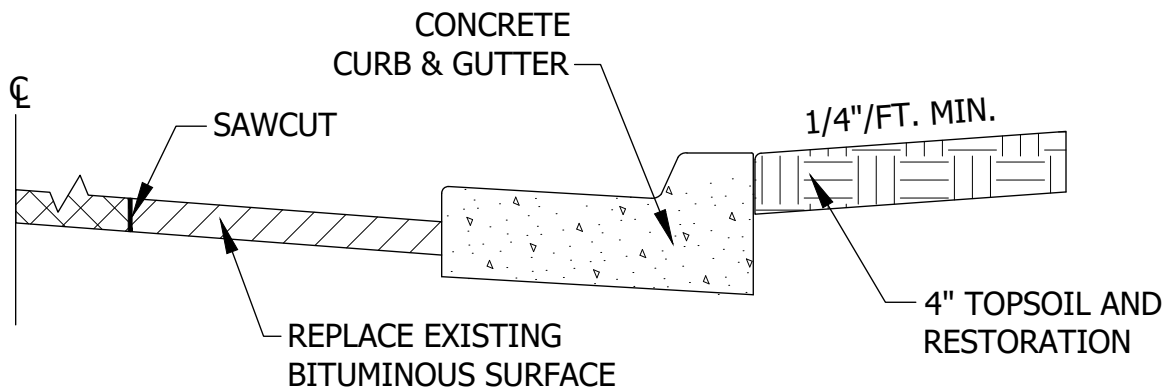
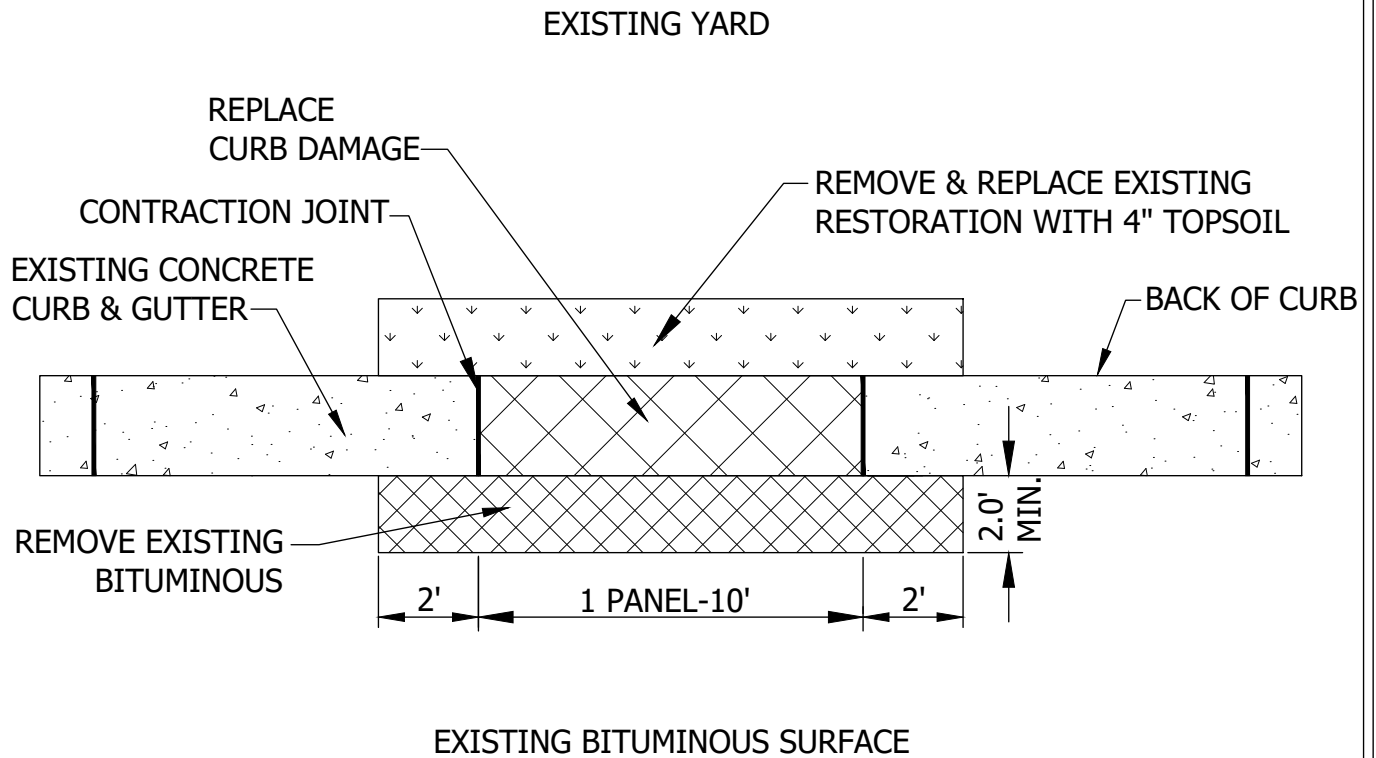
NOTE:
CONTROL JOINTS IN CONCRETE CURB
NOT TO EXCEED 10' SPACING
THROUGH DRIVEWAY SECTION.



STANDARD DETAILS
CONCRETE DRIVEWAY APRON
RESIDENTIAL
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-18



SECTION

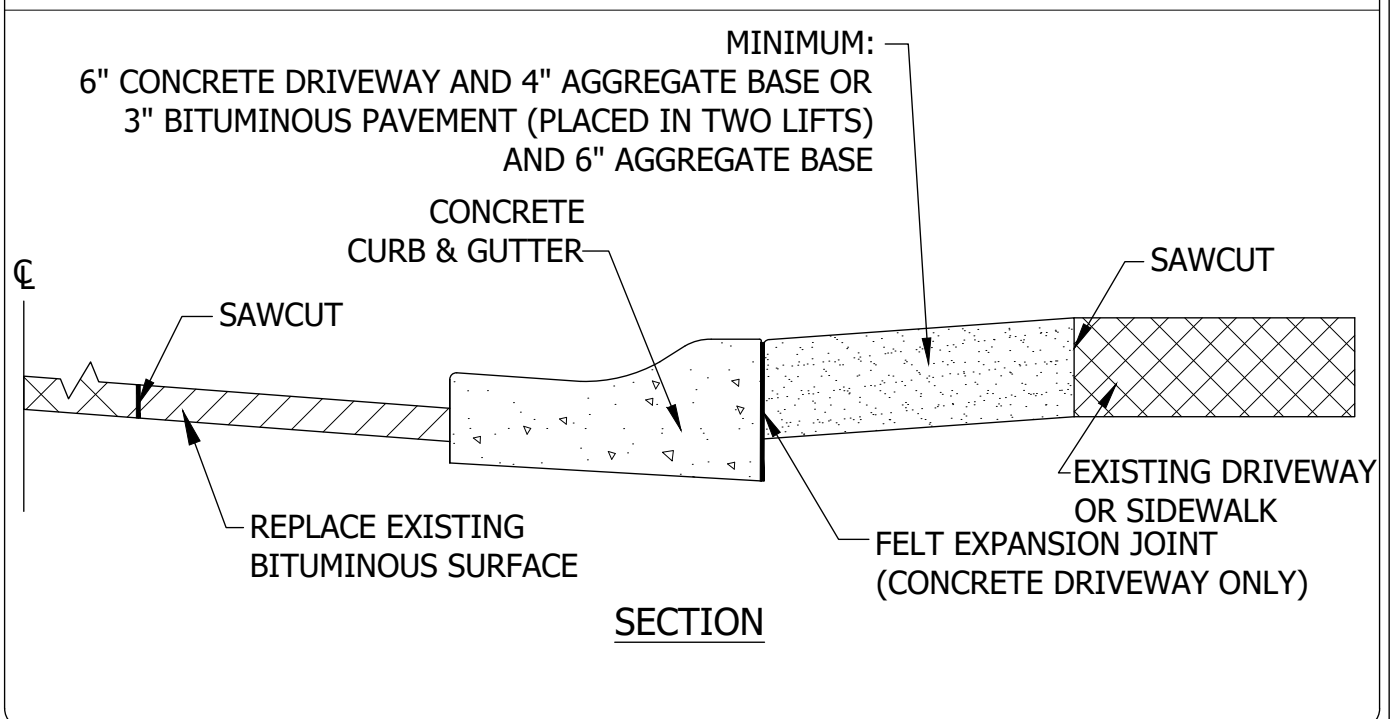
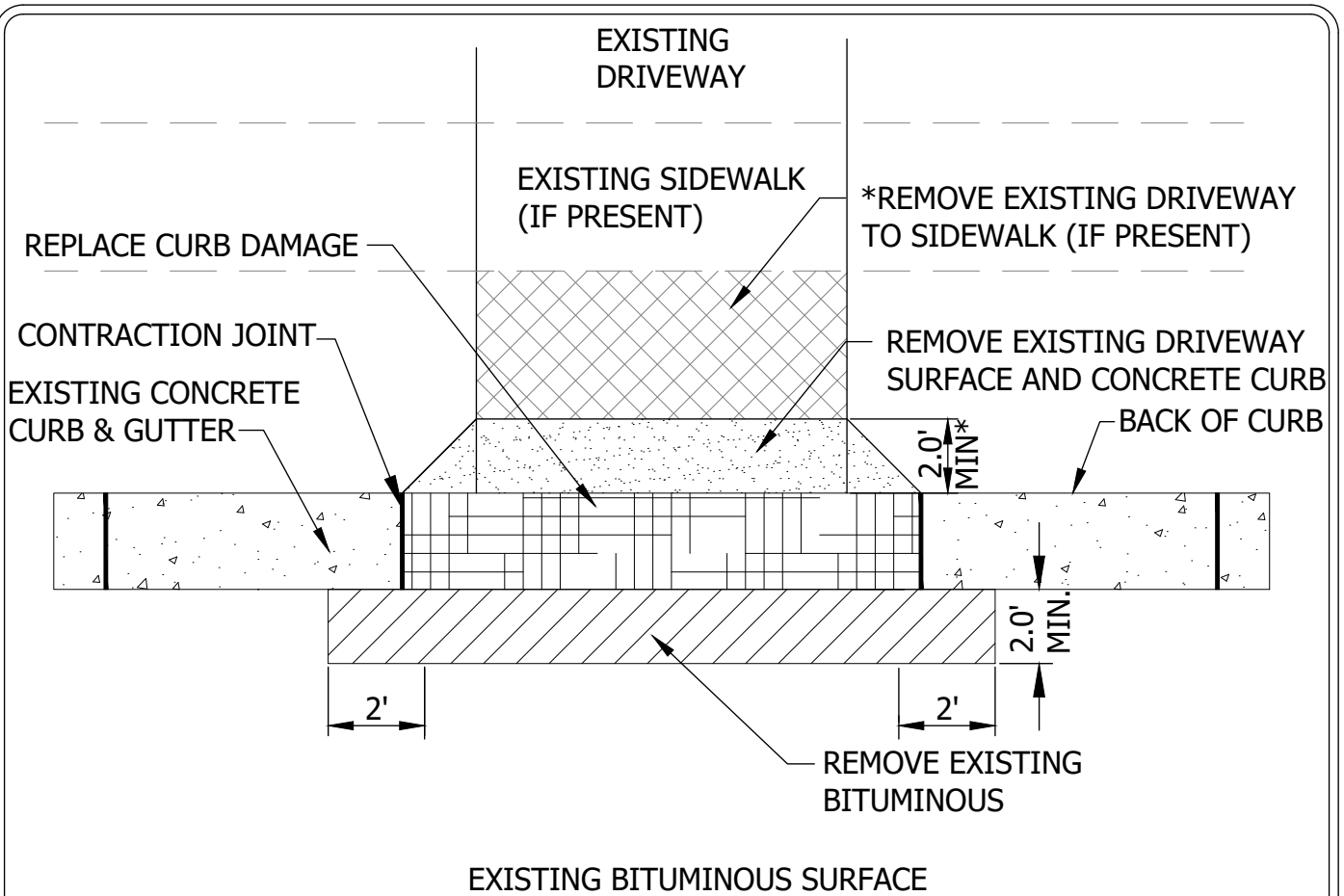


STANDARD DETAILS CONCRETE CURB REPLACEMENT

COTTAGE GROVE, MINNESOTA

JANUARY 2025

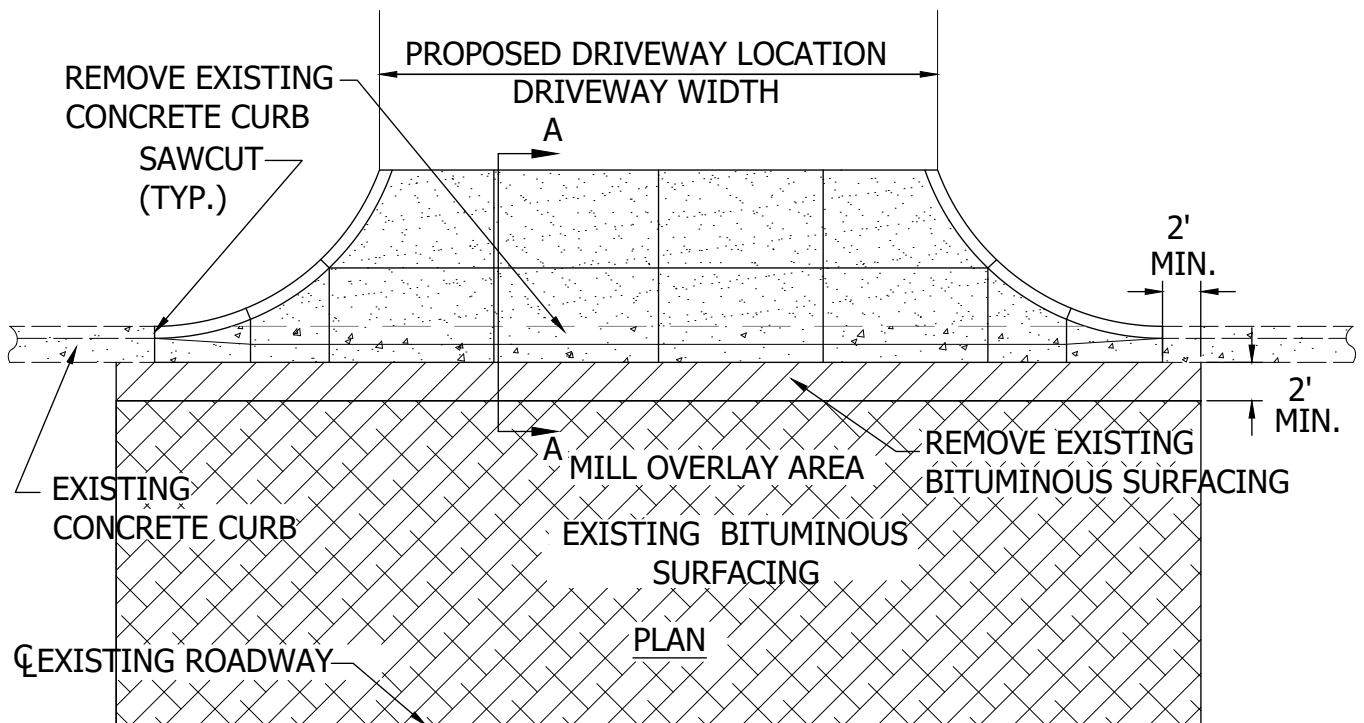
PLATE NO.
STR-19



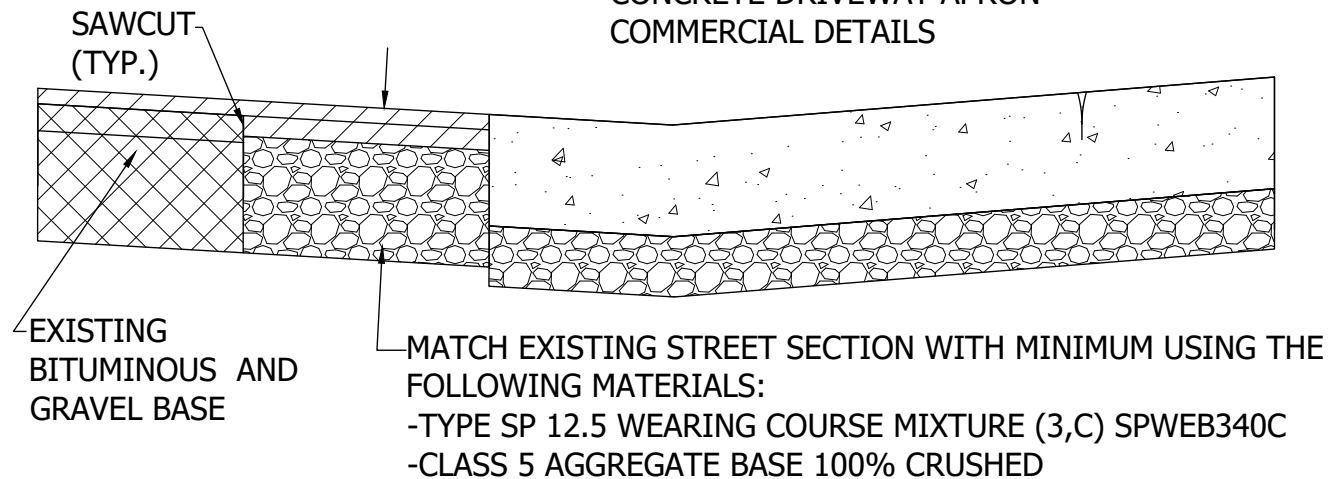
STANDARD DETAILS
CONCRETE CURB REPLACEMENT AT DRIVEWAY LOCATION
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-20



SEE DETAIL PLATE STR-17 FOR
CONCRETE DRIVEWAY APRON
COMMERCIAL DETAILS



SECTION A-A

NOTES:

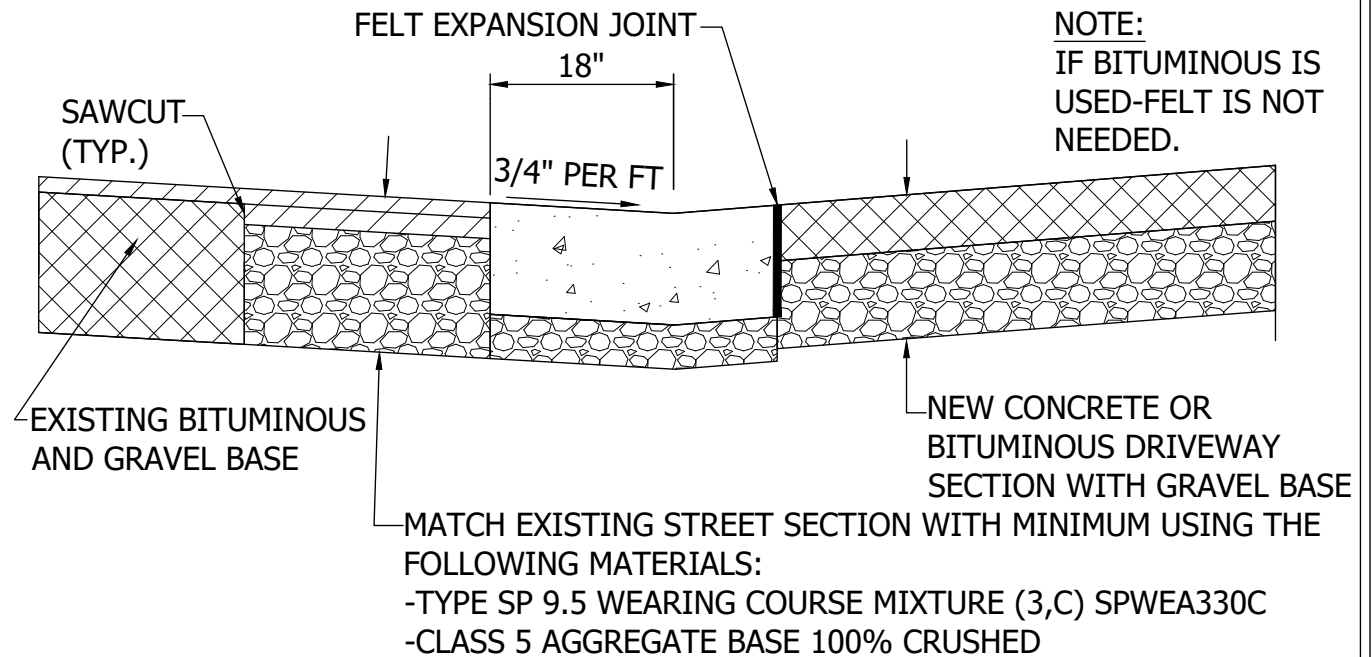
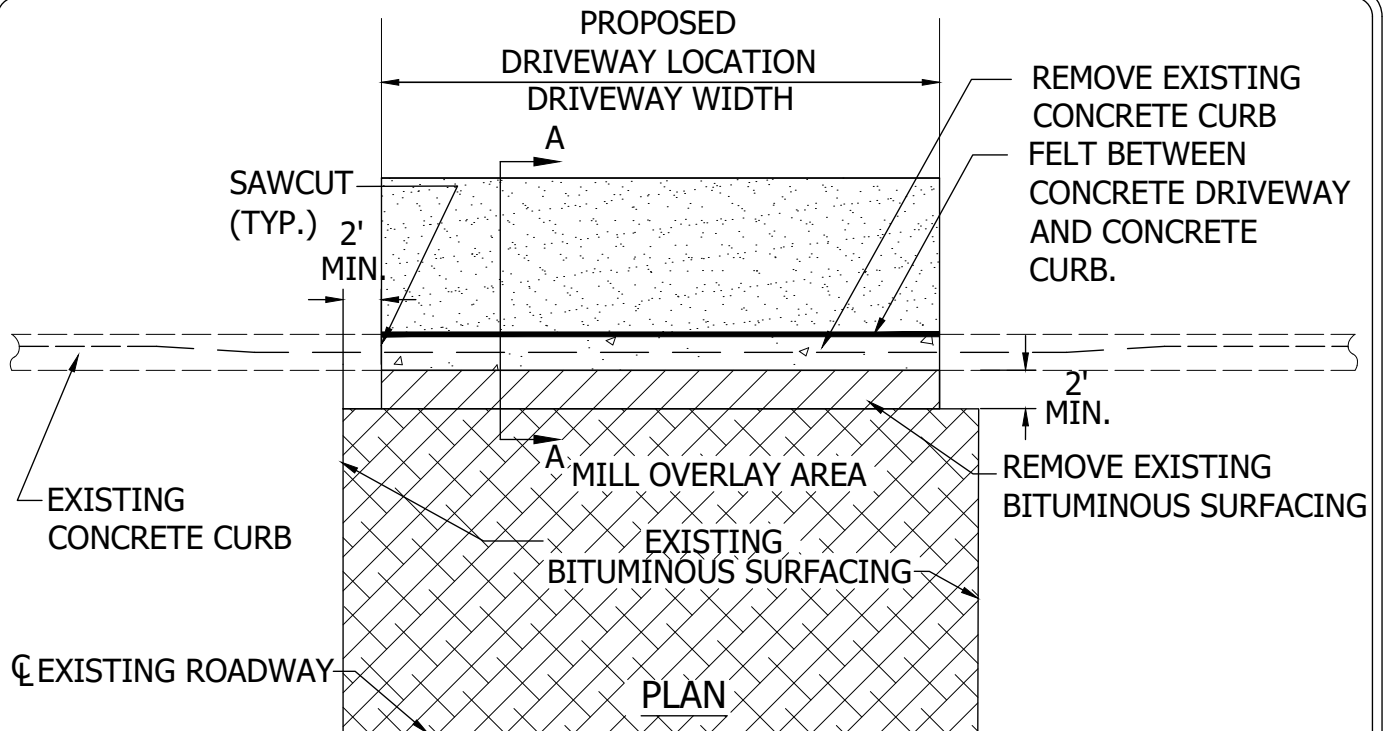
1. CITY RIGHT-OF-WAY PERMIT IS REQUIRED PRIOR TO CONSTRUCTION.
2. FOR MATERIAL SPECIFICATION, REFER TO RIGHT-OF-WAY PERMIT.



STANDARD DETAILS
CONCRETE COMMERCIAL DRIVEWAY APRON OR
CURB AND GUTTER CONNECT TO EXISTING STREET
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-21



NOTES:

1. CITY RIGHT-OF-WAY PERMIT IS REQUIRED PRIOR TO CONSTRUCTION.
2. FOR MATERIAL SPECIFICATION, REFER TO RIGHT-OF-WAY PERMIT.

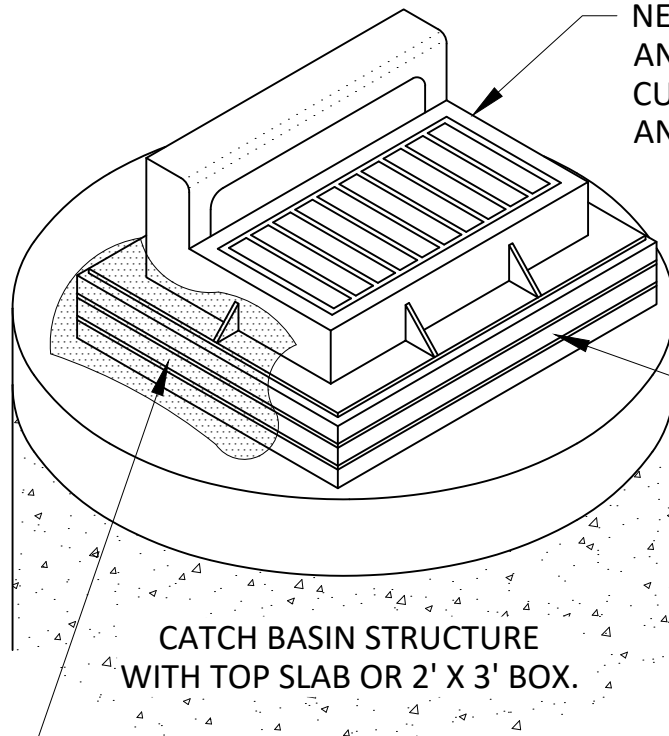
SECTION A-A



STANDARD DETAILS
RESIDENTIAL DRIVEWAY
CONNECT TO EXISTING STREET
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-22

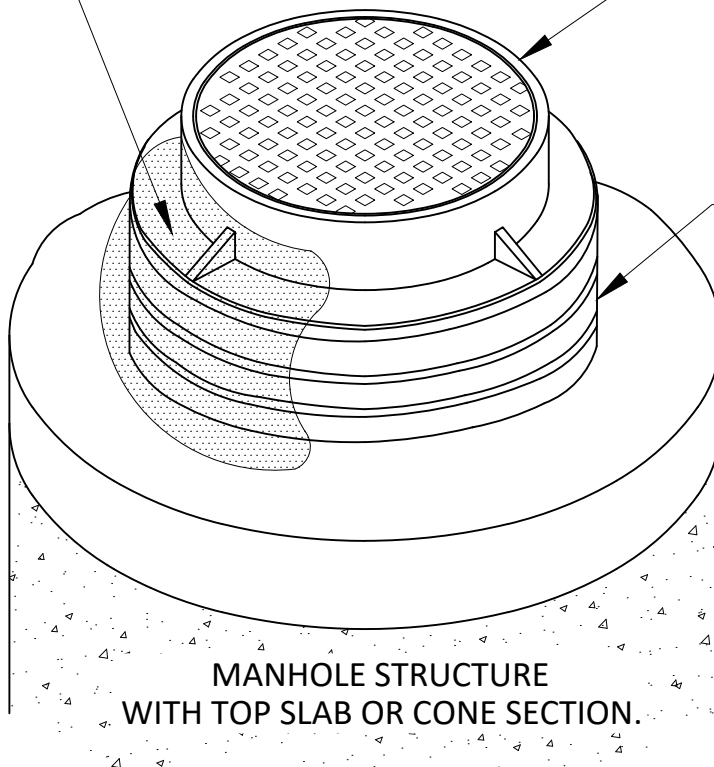


NEENAH R-3067-VB CATCH BASIN FRAME AND GRATE. SHALL BE FURNISHED WITH CURB INLET BOX AND 3" DIA FRONT FACE AND 4" MAX OPENING.

HIGH DENSITY POLYETHYLENE (HDPE) ADJUSTMENT RINGS. MIN HEIGHT 3", MAX HEIGHT 12".

CATCH BASIN STRUCTURE WITH TOP SLAB OR 2' X 3' BOX.

FILTER FABRIC



NEENAH R1642B MANHOLE FRAME AND COVER. SHALL BE FURNISHED WITH 2 CONCEALED PICK HOLES AND STAMPED "SANITARY SEWER" OR "STORM SEWER".

HIGH DENSITY POLYETHYLENE (HDPE) ADJUSTMENT RINGS. MIN HEIGHT 3", MAX HEIGHT 12".

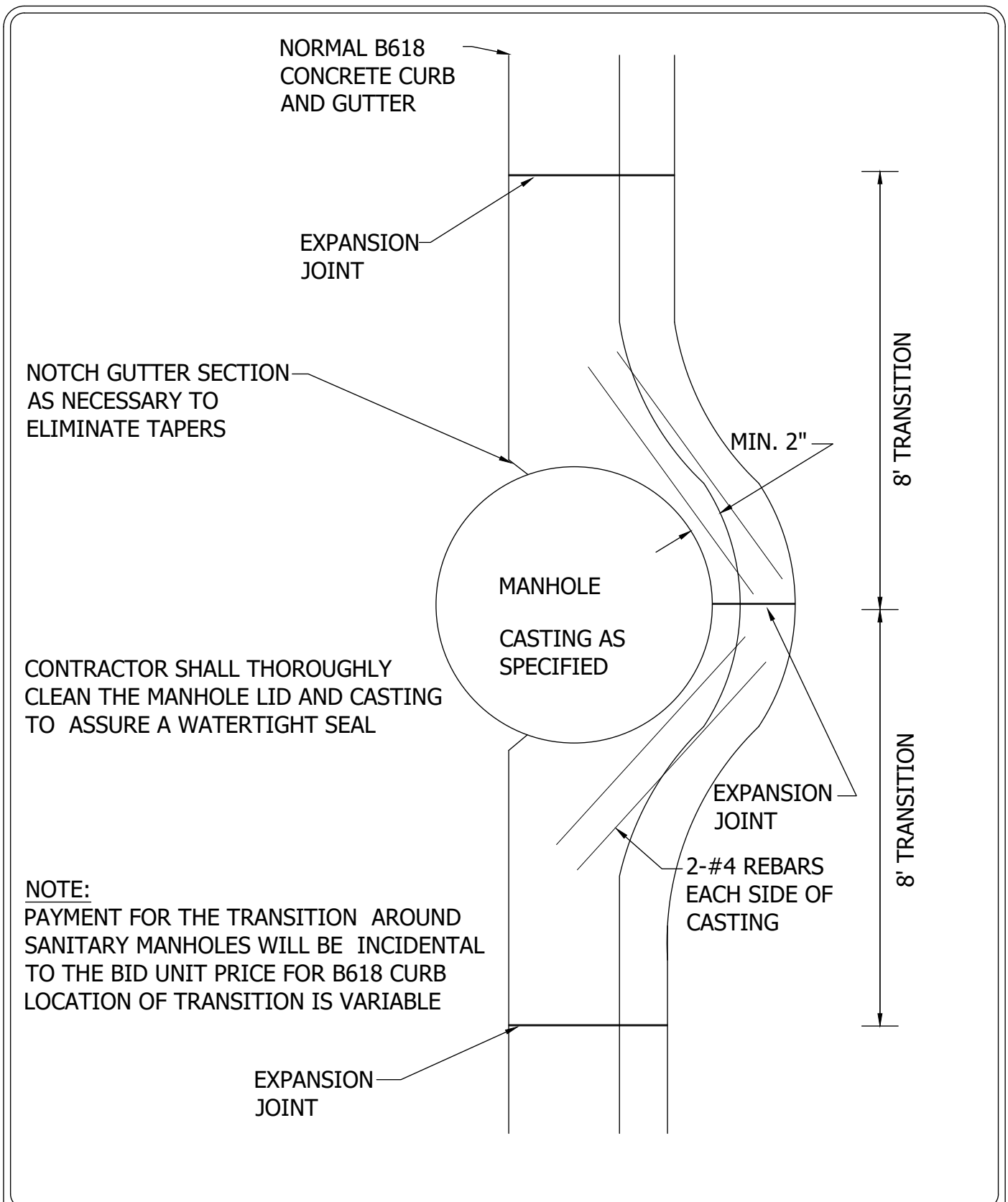
MANHOLE STRUCTURE WITH TOP SLAB OR CONE SECTION.



STANDARD DETAILS
CATCHBASIN AND MANHOLE
ADJUSTMENT
COTTAGE GROVE, MINNESOTA

JANUARY 2025

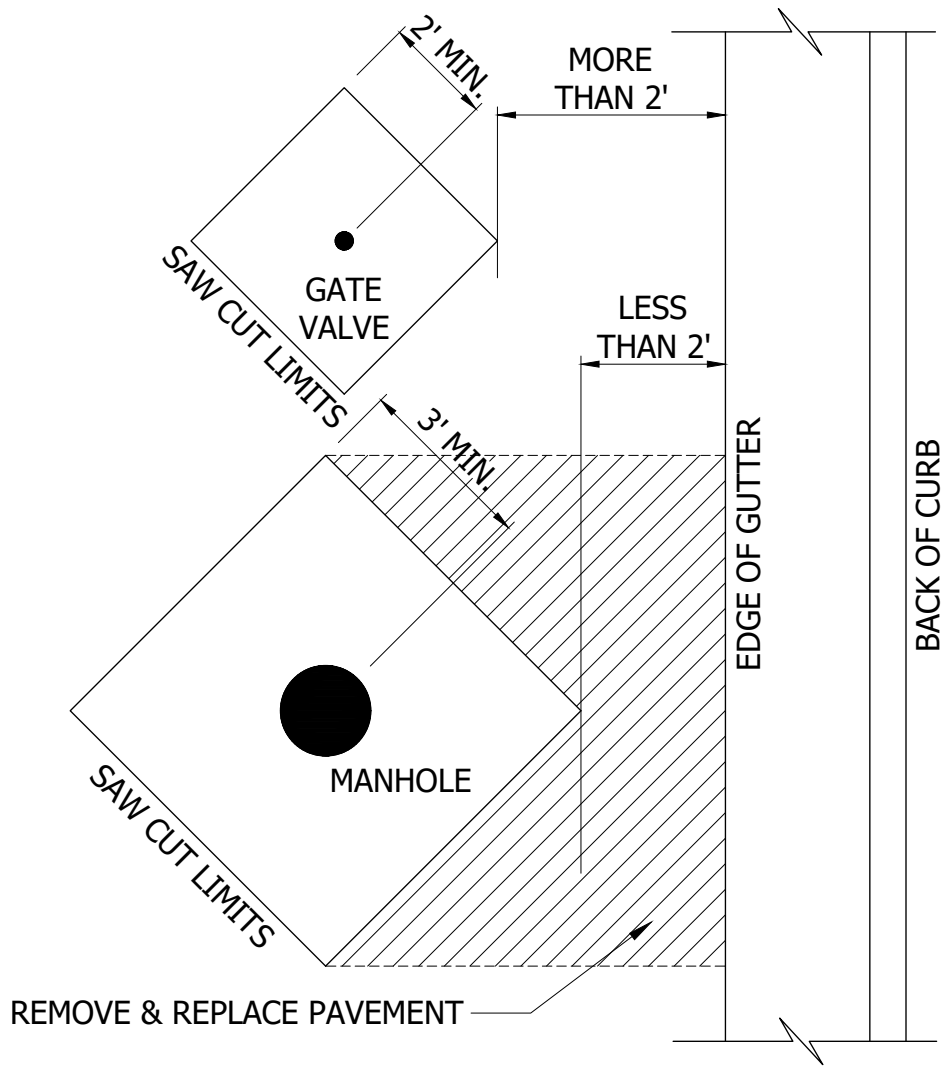
PLATE NO.
STR-23



STANDARD DETAILS
MANHOLE CASTING IN B618
CURB AND GUTTER
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-24



**Cottage
Grove**

Where Pride and Prosperity Meet

STANDARD DETAILS

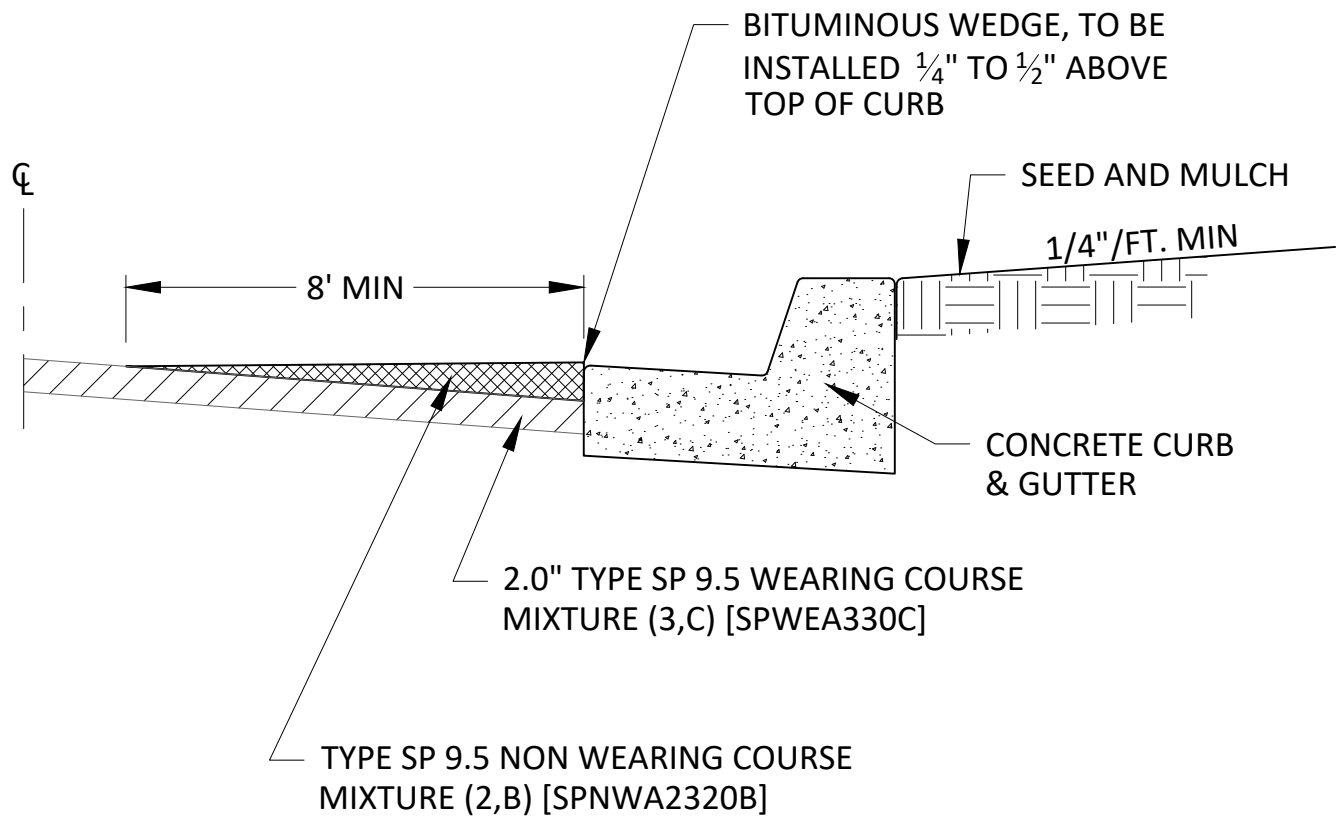
STRUCTURE ADJUSTMENT PATCH
(BITUMINOUS OR CONCRETE)

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.

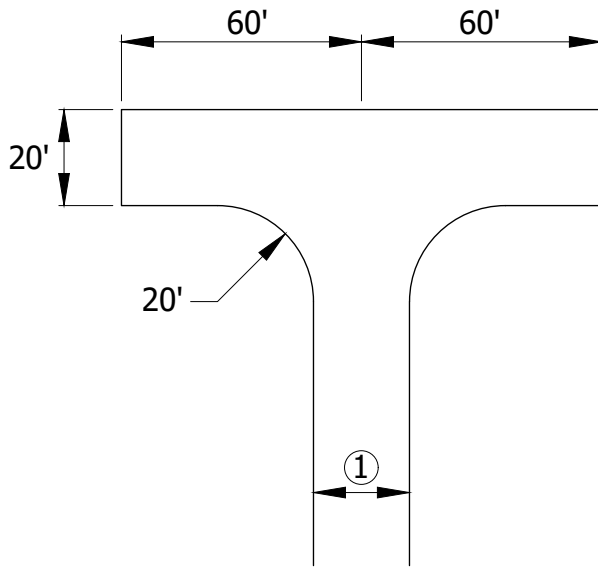
STR-25



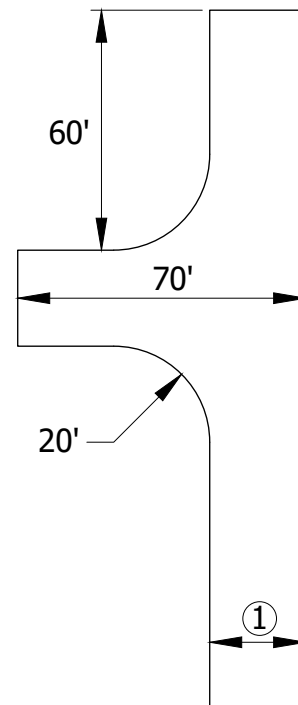
STANDARD DETAILS
CONCRETE CURB PROTECTION
BITUMINOUS WEDGE
COTTAGE GROVE, MINNESOTA

JANUARY 2025

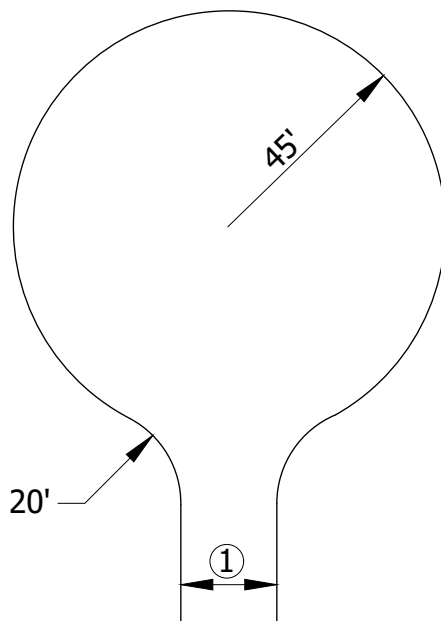
PLATE NO.
STR-26



"T" TYPE



HAMMERHEAD
OR BRANCH
TYPE



CUL-DE-SAC

NOTE:

① MATCH EXISTING STREET WIDTH.

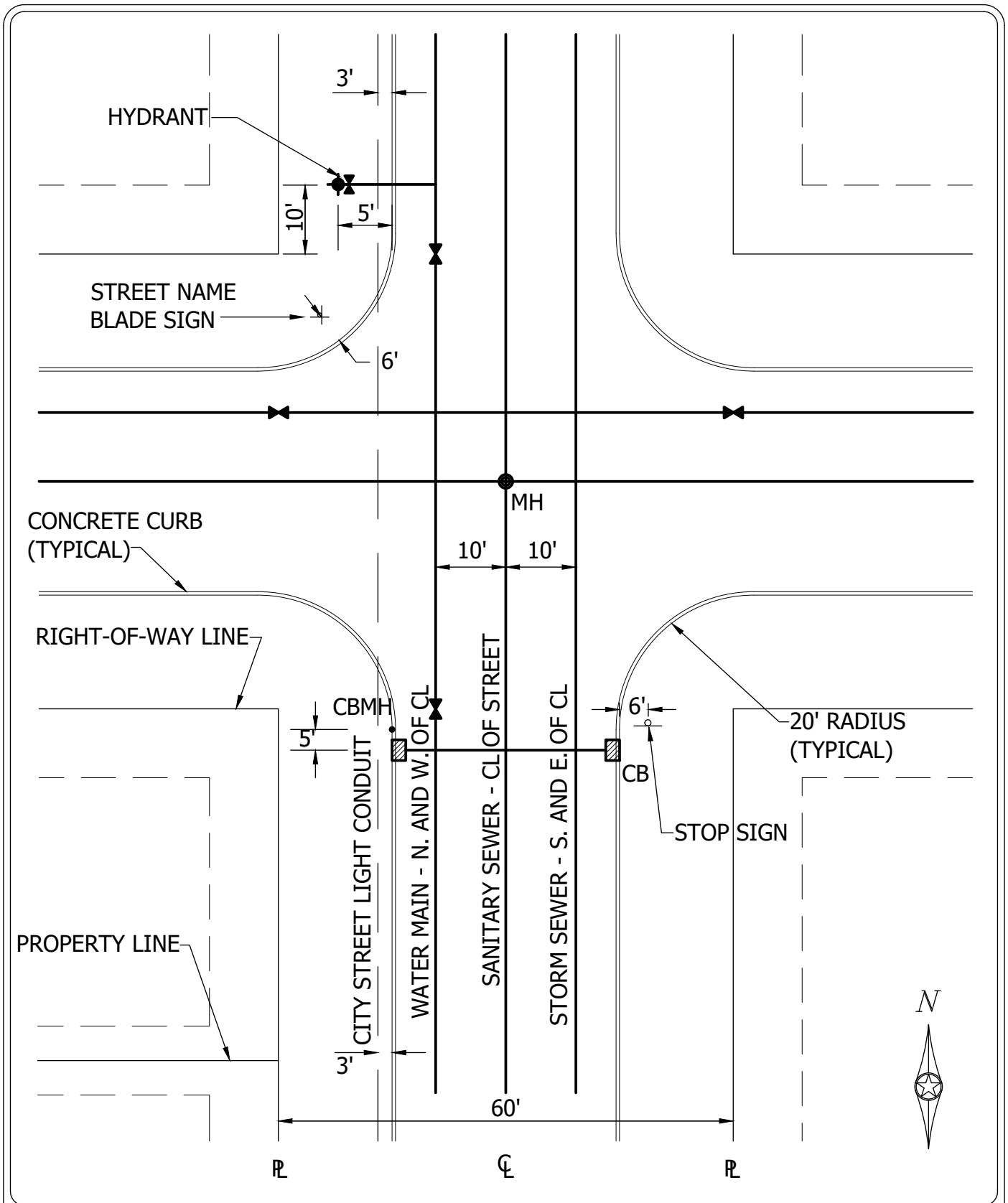


STANDARD DETAILS
TEMPORARY TURNAROUND

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-27



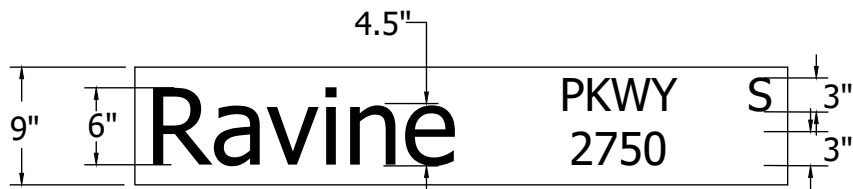
**Cottage
Grove**
Where Pride and Prosperity Meet

STANDARD DETAILS
TYPICAL UTILITY LOCATIONS

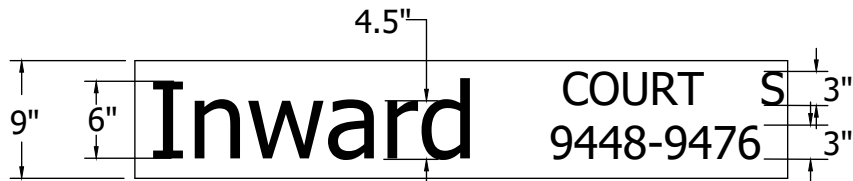
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-28



PUBLIC - THROUGH STREET



PUBLIC - CUL-DE-SAC

STANDARD CONSTRUCTION NOTES FOR STREET NAME SIGNS

1. ALL STREET SIGNS SHALL BE 3M DIAMOND GRADE DG3 DOUBLE-FACED EXTRUDED BLADES.
2. FIRST LETTER OF SUFFIX SHALL BE UPPERCASE WITH ALL REMAINING LETTERS TO BE LOWERCASE
3. ADDRESS NUMBERS FOR STREET NAME BLADES WILL BE PROVIDED AT A LATER DATE.
4. ALL PUBLIC STEET NAME BLADES SHALL BE "GREEN" IN COLOR. LETTERING ON ALL STREET NAME BLADES SHALL BE HIGH INTENSITY, "WHITE" IN COLOR.



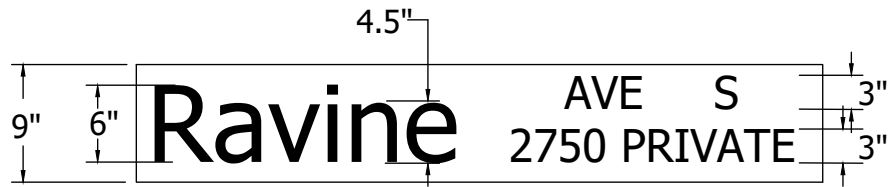
STANDARD DETAILS

STREET NAME BLADE SIGNS
PUBLIC STREETS

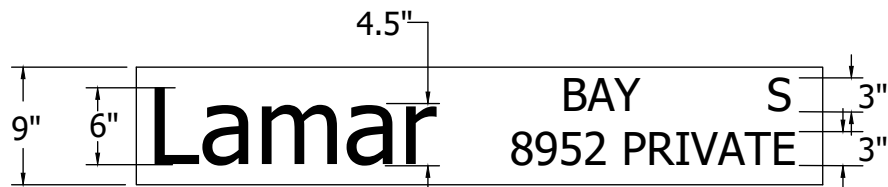
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-29



PRIVATE - THROUGH STREET



PRIVATE - CUL-DE-SAC

STANDARD CONSTRUCTION NOTES FOR STREET NAME SIGNS

1. ALL STREET SIGNS SHALL BE 3M DIAMOND GRADE DG3 DOUBLE-FACED EXTRUDED BLADES.
2. FIRST LETTER OF SUFFIX SHALL BE UPPERCASE WITH ALL REMAINING LETTERS TO BE LOWERCASE
3. ADDRESS NUMBERS FOR STREET NAME BLADES WILL BE PROVIDED AT A LATER DATE.
4. ALL PRIVATE STREET NAME BLADES SHALL BE "BLUE" IN COLOR. LETTERING ON ALL STREET NAME BLADES SHALL BE HIGH INTENSITY, "WHITE" IN COLOR.



STANDARD DETAILS

STREET NAME BLADE SIGNS
PRIVATE STREETS

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-30

 **FUTURE** 

ROAD

EXTENSION

4"

NOTES:

1. SIGN SIZE SHALL BE 18"X24".
2. LETTERS TO BE BLACK ON A WHITE BACKGROUND.
3. THE SIGN IS TO BE MOUNTED ON THE PERMANENT BARRICADES.
4. THE TEXT HEIGHT SHALL BE 4"

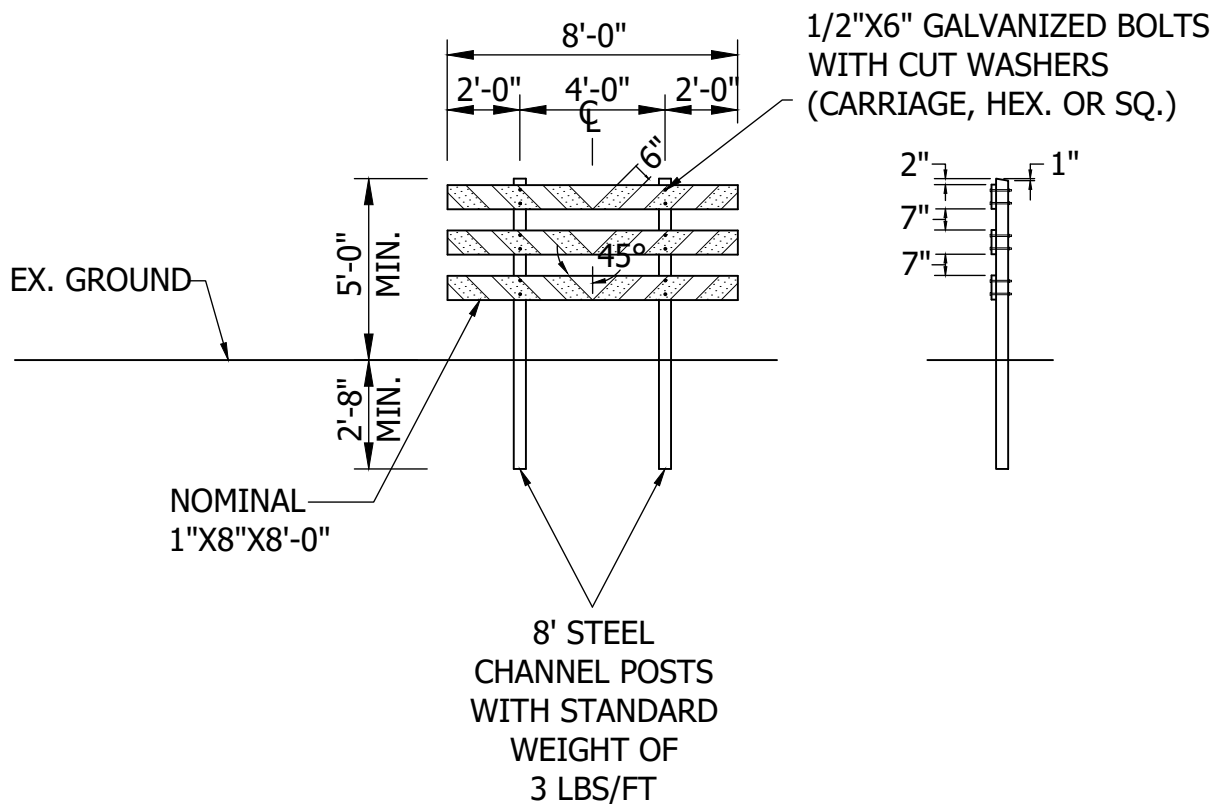


STANDARD DETAILS
FUTURE ROAD EXTENSION SIGN

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-31



NOTES:

1. THE PLACEMENT OF THE BARRICADE SHALL BE 10'-0" FROM THE END OF THE BITUMINOUS ROAD WITH THE BARRICADE CENTERED ON THE ROADWAY FACING THE FLOW OF TRAFFIC. BARRICADES SHALL BE PLACED WITH MAXIMUM 6' SPACING AND SHALL SPAN ENTIRE ROADWAY WIDTH.
2. ONLY ONE "END OF ROAD MARKER" REQUIRED PER STREET.

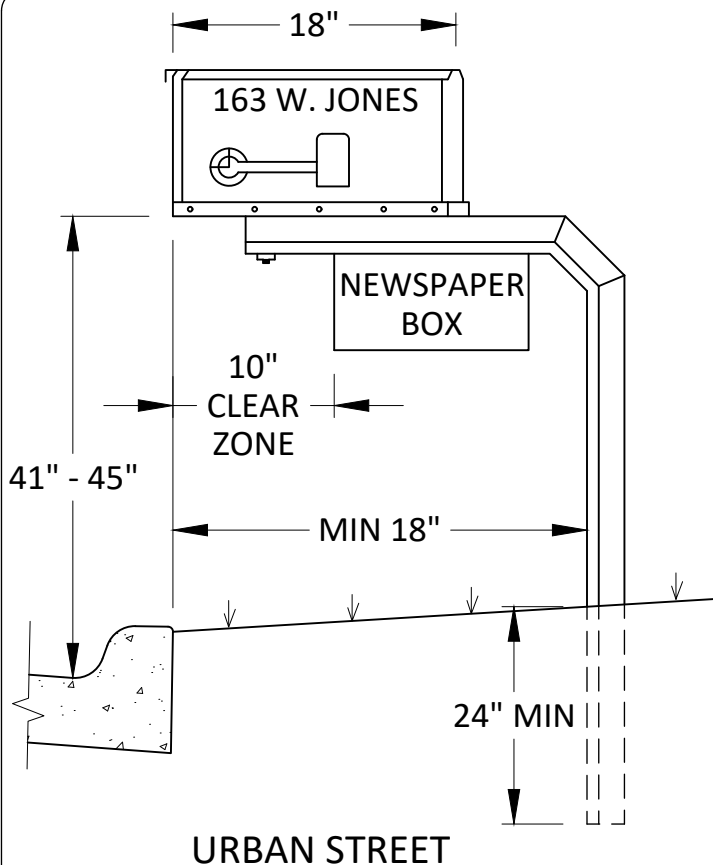


STANDARD DETAILS
PERMANENT BARRICADE

COTTAGE GROVE, MINNESOTA

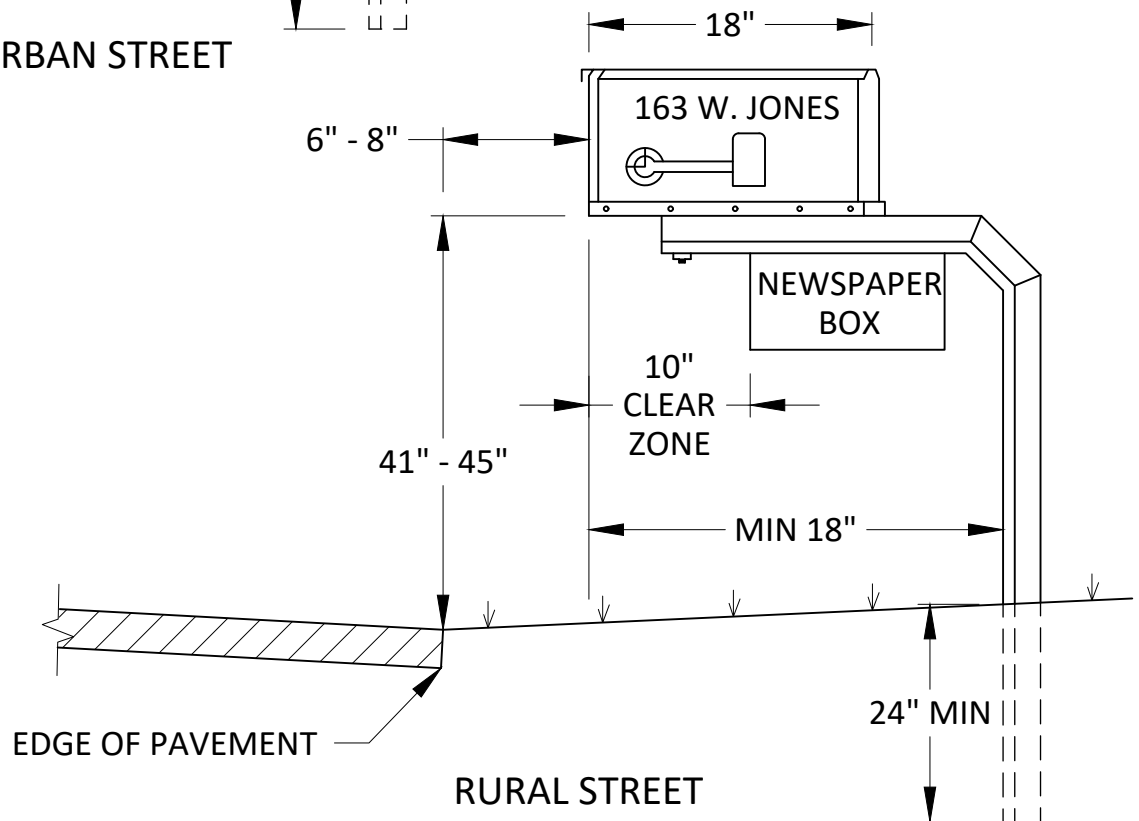
JANUARY 2025

PLATE NO.
STR-32



NOTES:
DIMENSIONS AS PER U.S.
POSTAL SERVICE

ADDRESS MUST BE ON SIDE
OF BOX FROM WHICH
CARRIER APPROACHES IN
LETTERS ABOUT ONE INCH
HIGH (OR ON FRONT WHERE
BOXES ARE GROUPED).



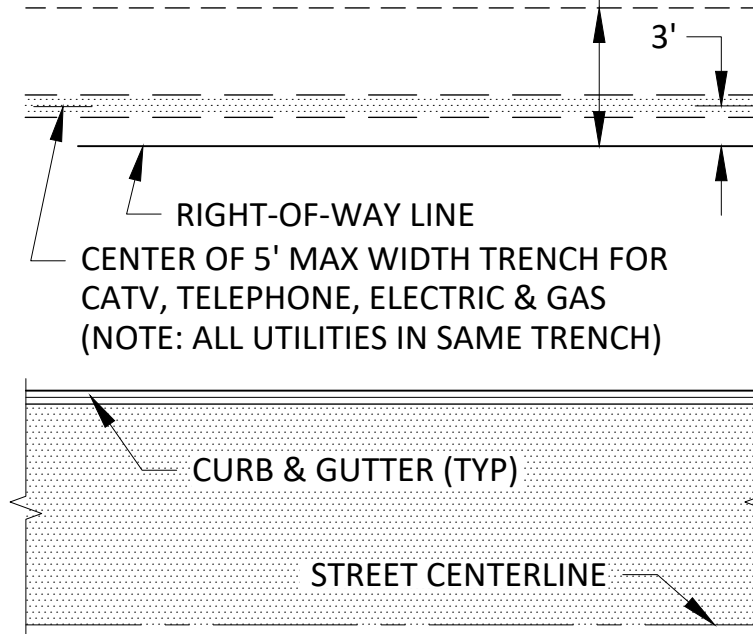
STANDARD DETAILS
MAIL BOX INSTALLATION

COTTAGE GROVE, MINNESOTA

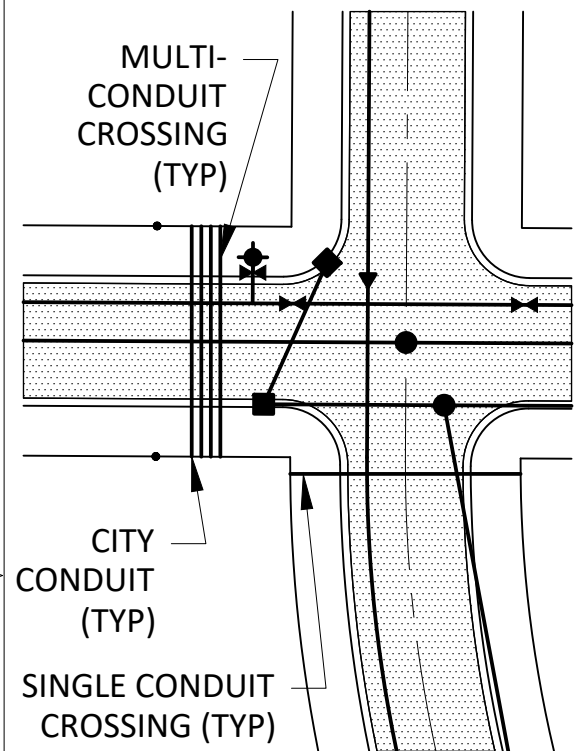
JANUARY 2025

PLATE NO.
STR-33

10' DRAINAGE & UTILITY EASEMENT

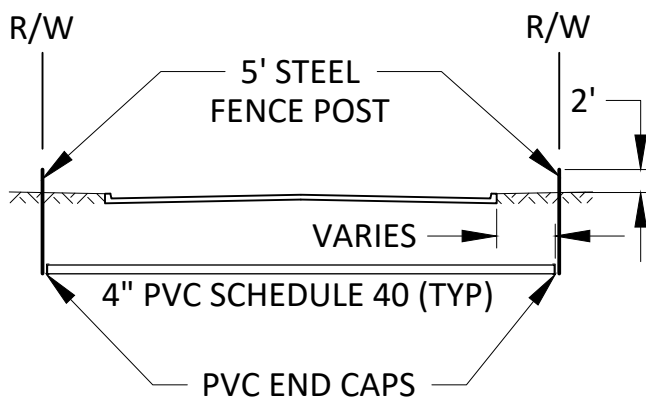


TYPICAL PRIVATE
UTILITY PLACEMENT

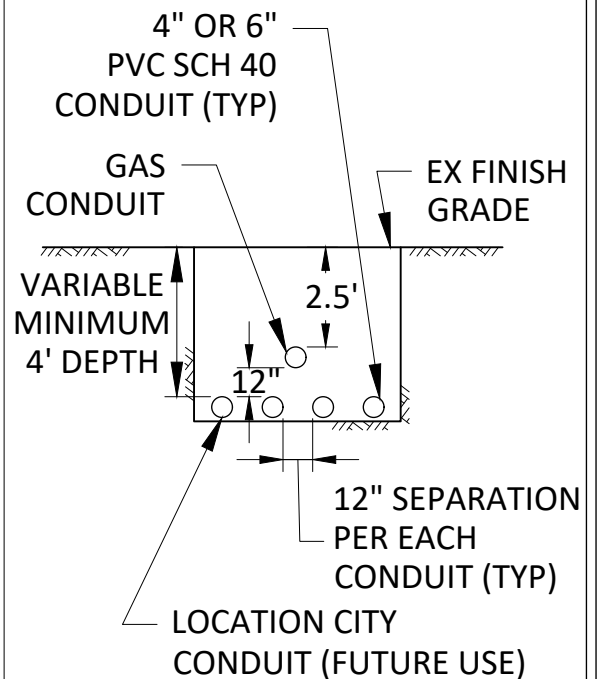


PLAN VIEW

NOTE: ABOVE GROUND UTILITY BOXES SHALL BE LOCATED TO ALLOW FOR 3.0' CLEAR ZONE FOR SIDEWALKS AND TRAILS



CROSS SECTION



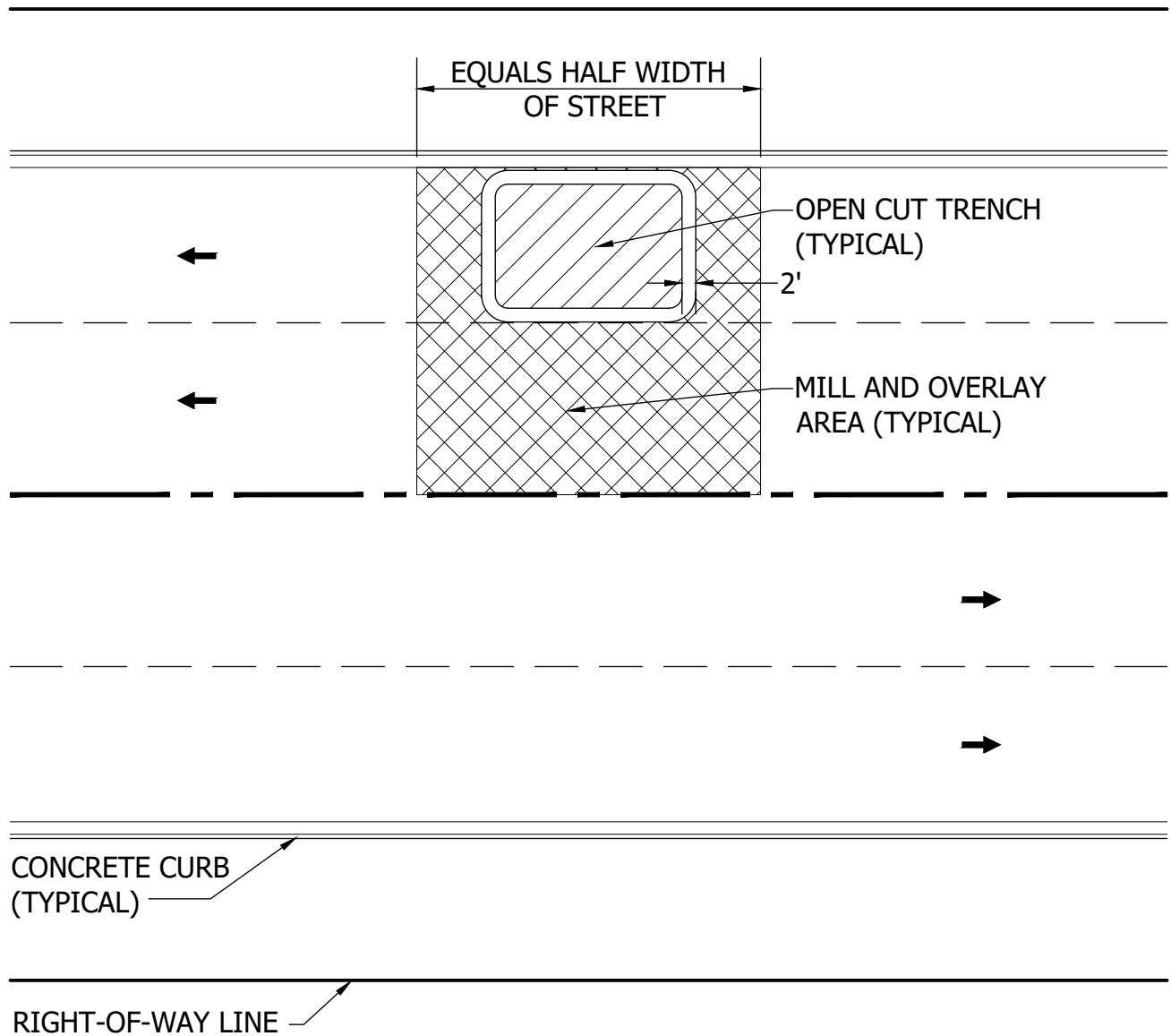
TRENCH CROSS SECTION
AT CONDUIT CROSSING



STANDARD DETAILS
PRIVATE UTILITY CONDUIT CROSSING
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-34



NOTES:

1. REMOVE AND REPLACE EXISTING STREET SECTION 2' WIDER THAN EXCAVATION.
2. MATCH EXISTING DEPTH OF MATERIALS.

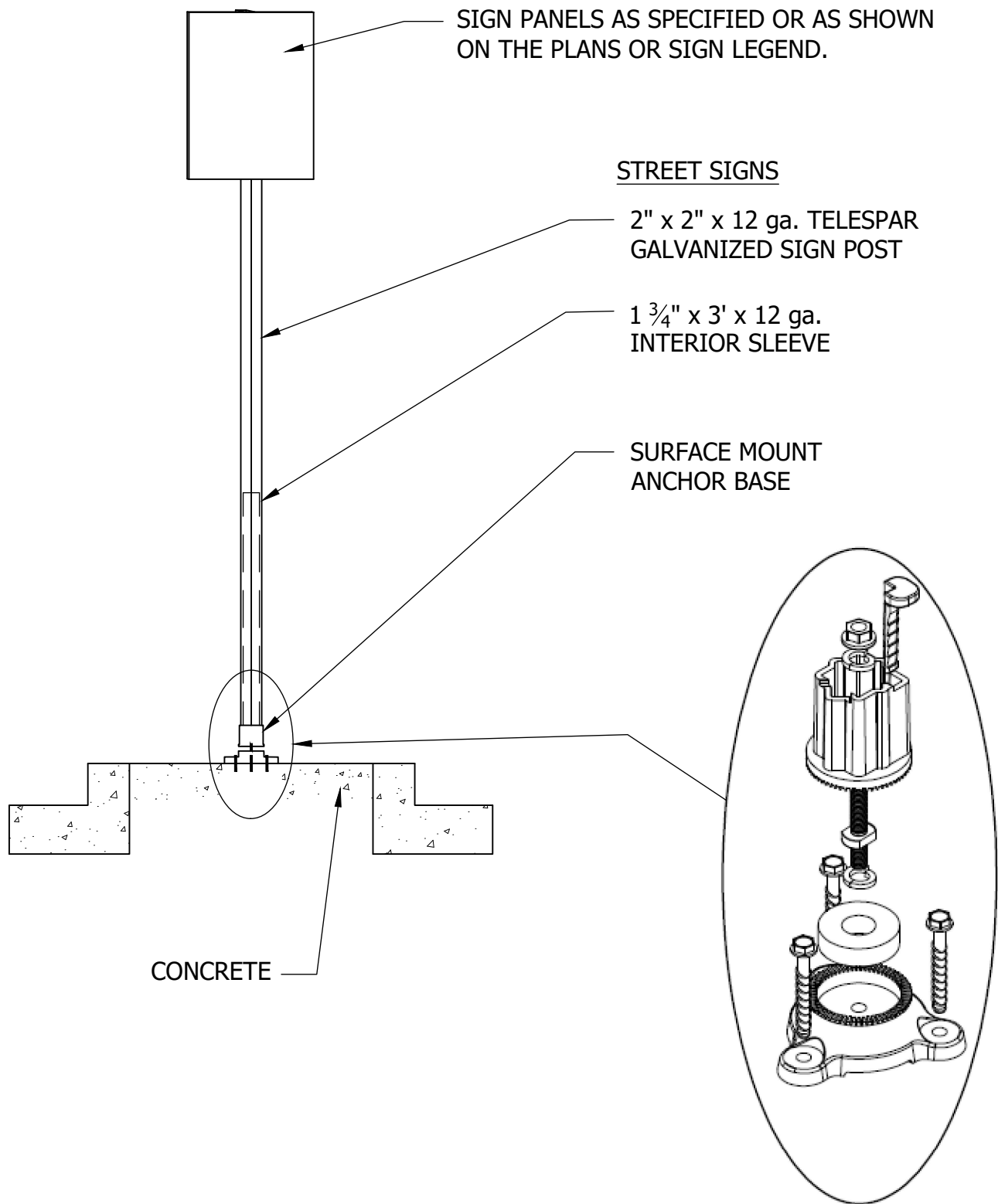


STANDARD DETAILS
BITUMINOUS REMOVAL LIMITS

COTTAGE GROVE, MINNESOTA

JANUARY 2025

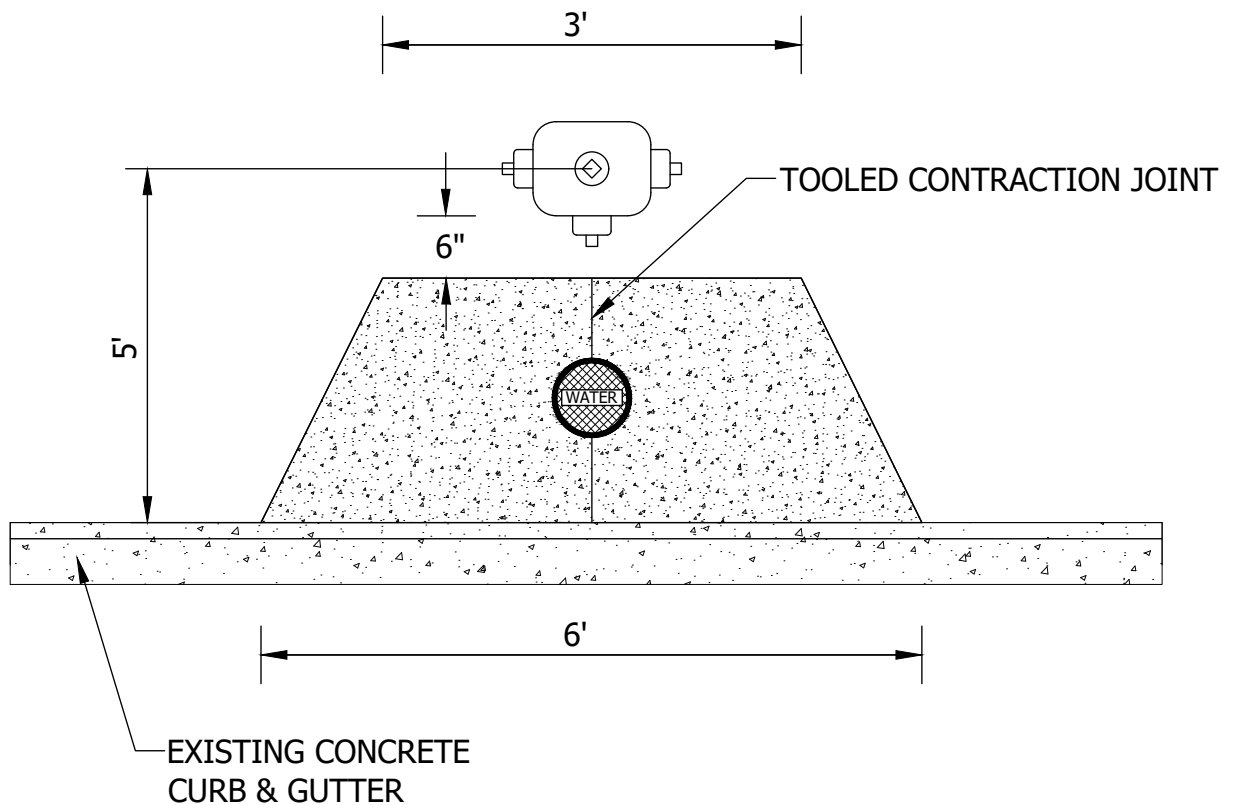
PLATE NO.
STR-35



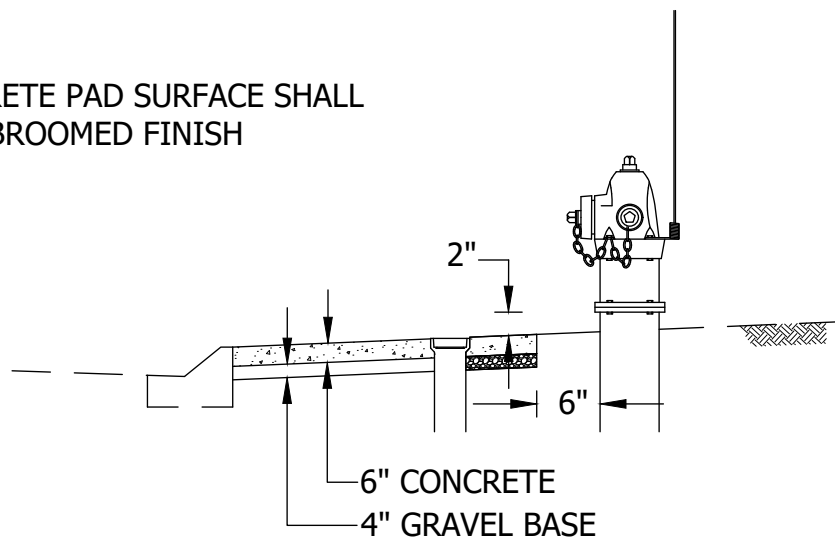
STANDARD DETAILS
TYPICAL TRAFFIC SIGN
INSTALLATION MEDIAN
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-36



NOTE:
CONCRETE PAD SURFACE SHALL
HAVE BROOMED FINISH



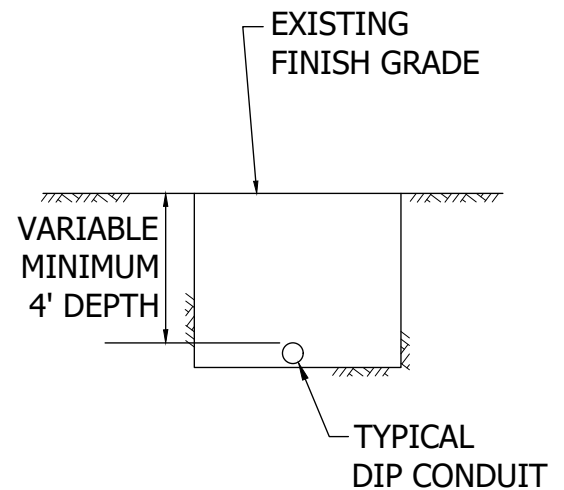
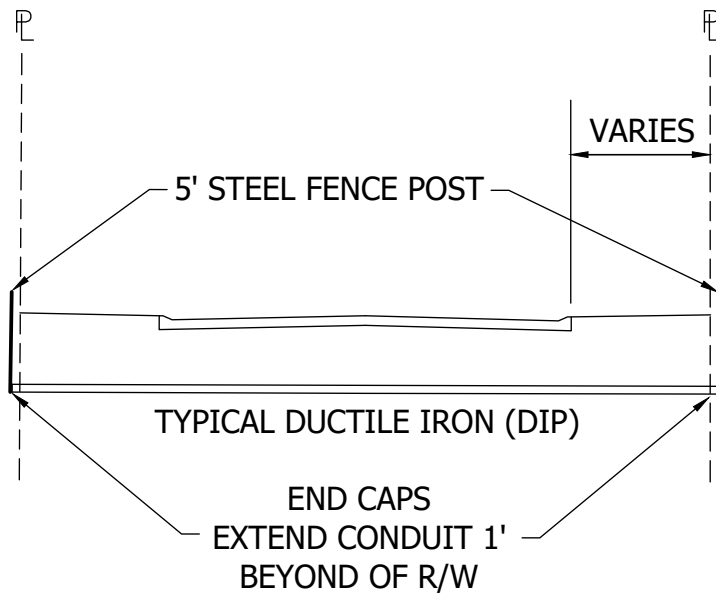
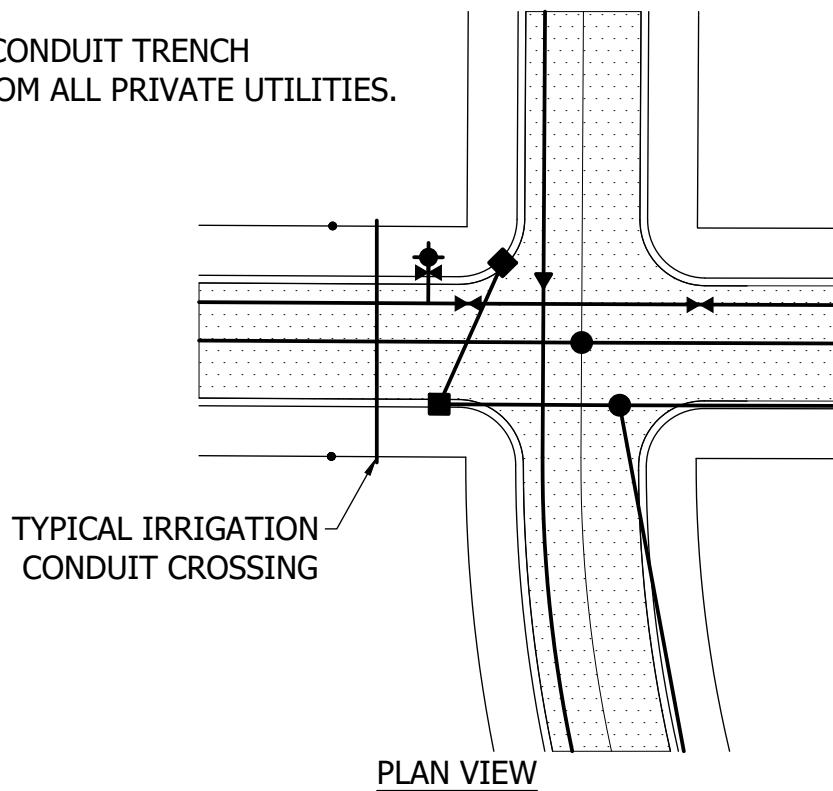
STANDARD DETAILS
CONCRETE HYDRANT PAD

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-37

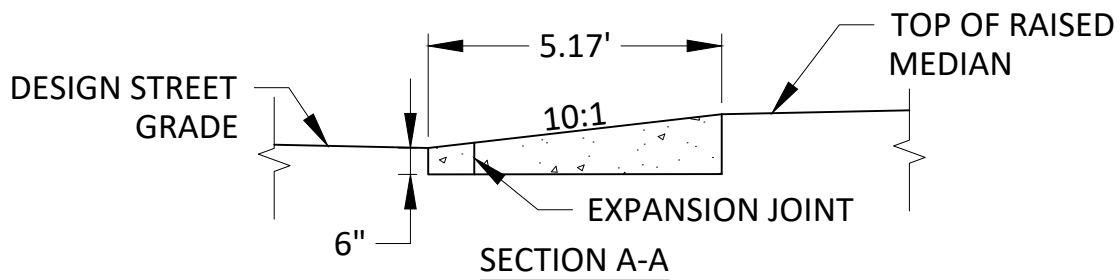
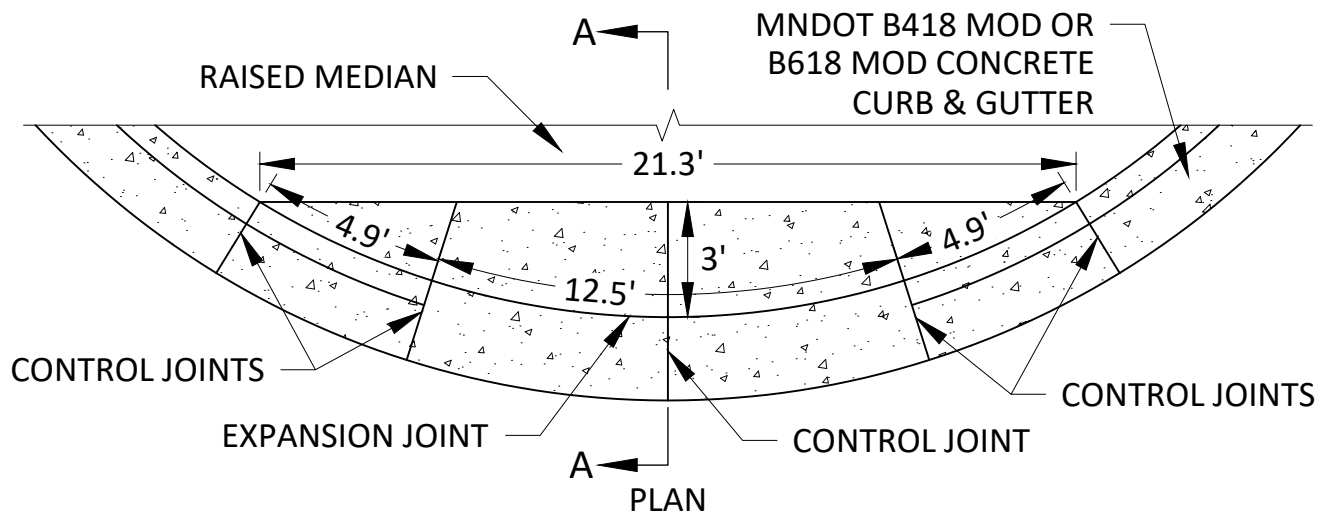
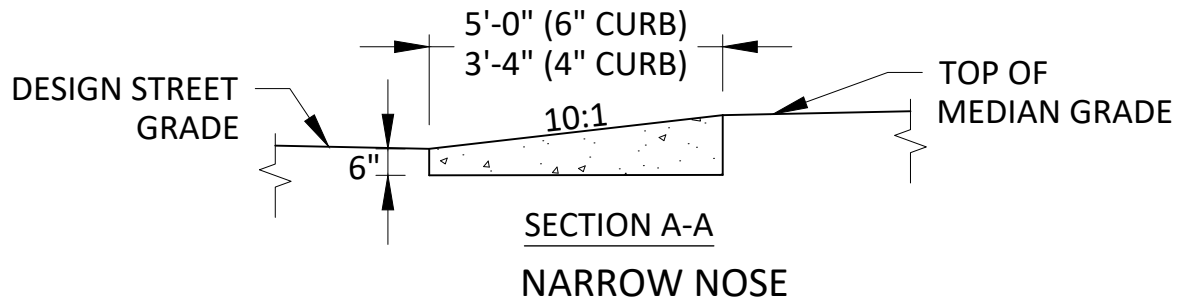
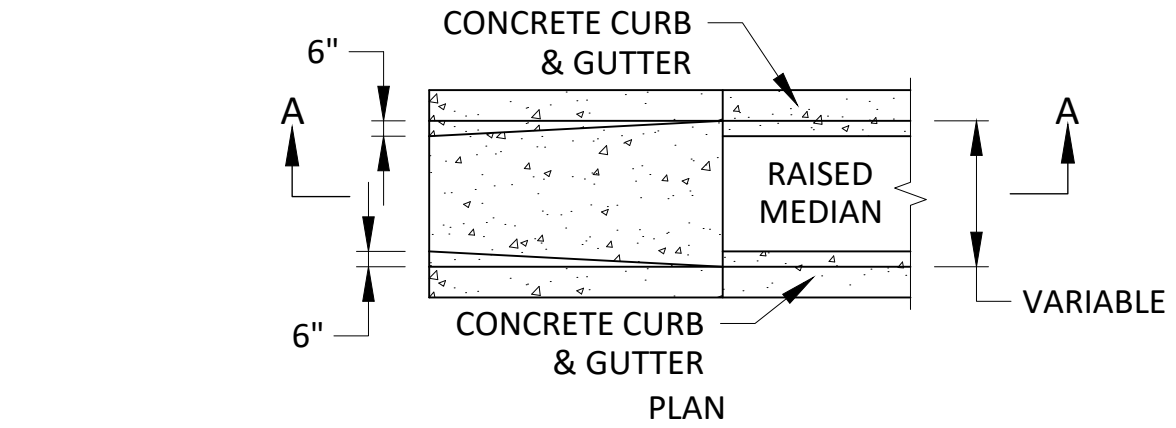
NOTE:
IRRIGATION CONDUIT TRENCH
SEPARATE FROM ALL PRIVATE UTILITIES.



STANDARD DETAILS
DIP IRRIGATION CONDUIT CROSSING
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-38



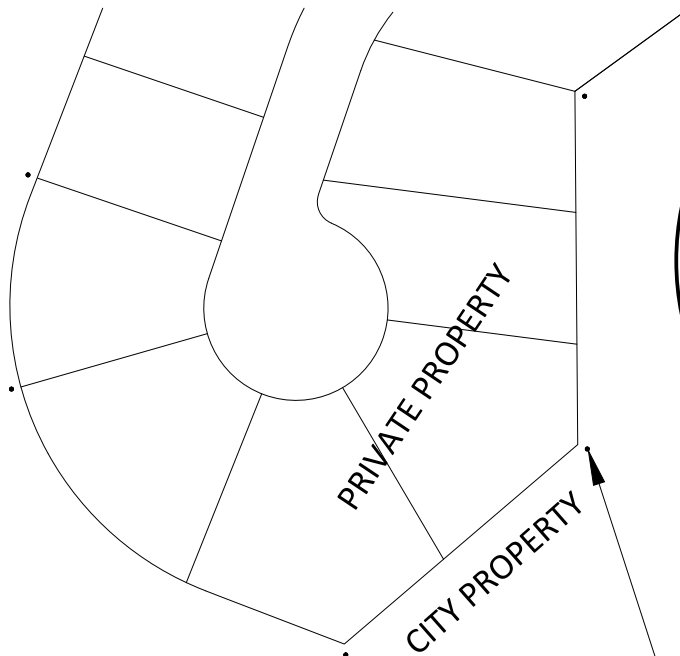
WIDE NOSE ON 21' RADIUS RAISED MEDIAN



STANDARD DETAILS
CONCRETE APPROACH NOSE DETAILS
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-39



LOCATION OF MONUMENT -
MAXIMUM 1'-2' FROM
PROPERTY CORNER (TYP)

SPECIFICATIONS:

1. LETTERING

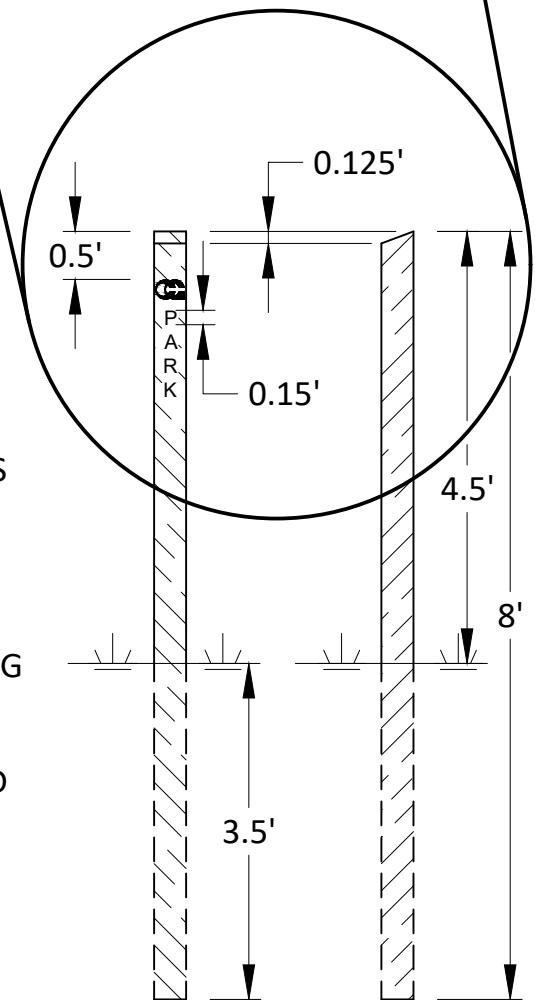
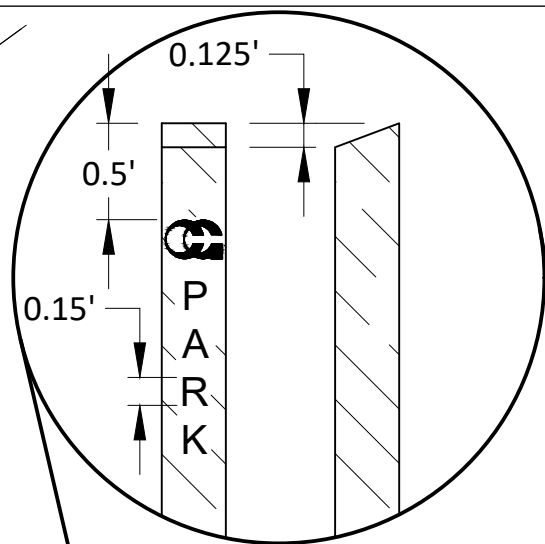
- TYPICAL LETTERING: "PARK" OR "OPEN SPACE" AS INDICATED ON PLAN
- LETTERING ENGRAVED INTO POST, 1/4" DEPTH
- LETTERS TO BE ARIAL FONT, WHITE, 0.15' TALL, 0.10' SPACING BETWEEN LETTERS, 0.30' SPACING BETWEEN LOGO AND LETTERING
- START 0.5' FROM TOP OF POST

2. POST MATERIALS

- 4"x4" SQUARE COMPOSITE POST WITH ROUNDED EDGES AND CORNERS
- FOREST GREEN

3. POST INSTALLATION

- PLACED WITH LETTERING FACING PRIVATE PROPERTY



FRONT

SIDE

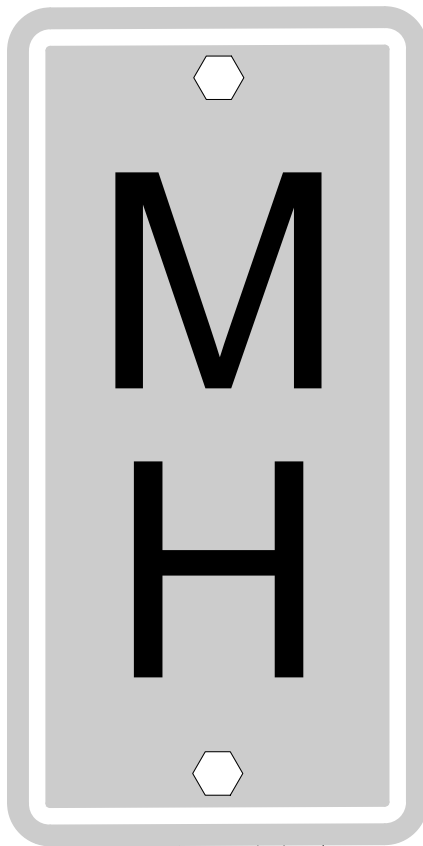


STANDARD DETAILS
CITY MONUMENT POST

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-40



NOTES:

1. 6"x12" SIGN PANEL:
 - 1.1. MH FOR SANITARY - WHITE LETTERS ON GREEN HIP SHEETING WITH WHITE BORDER.
 - 1.2. SW FOR STORM SEWER - WHITE LETTERS ON GREEN HIP SHEETING WITH WHITE BORDER.
 - 1.1. GV FOR WATER MAIN - WHITE LETTERS ON BLUE HIP SHEETING WITH WHITE BORDER
2. U-CHANNEL GALVANIZED POST, MINIMUM 3 LB/FT 6'-6" LONG.
3. REQUIRED FOR STRUCTURES LOCATED IN NON-MAINTAINED AREAS AS DIRECTED BY ENGINEER.

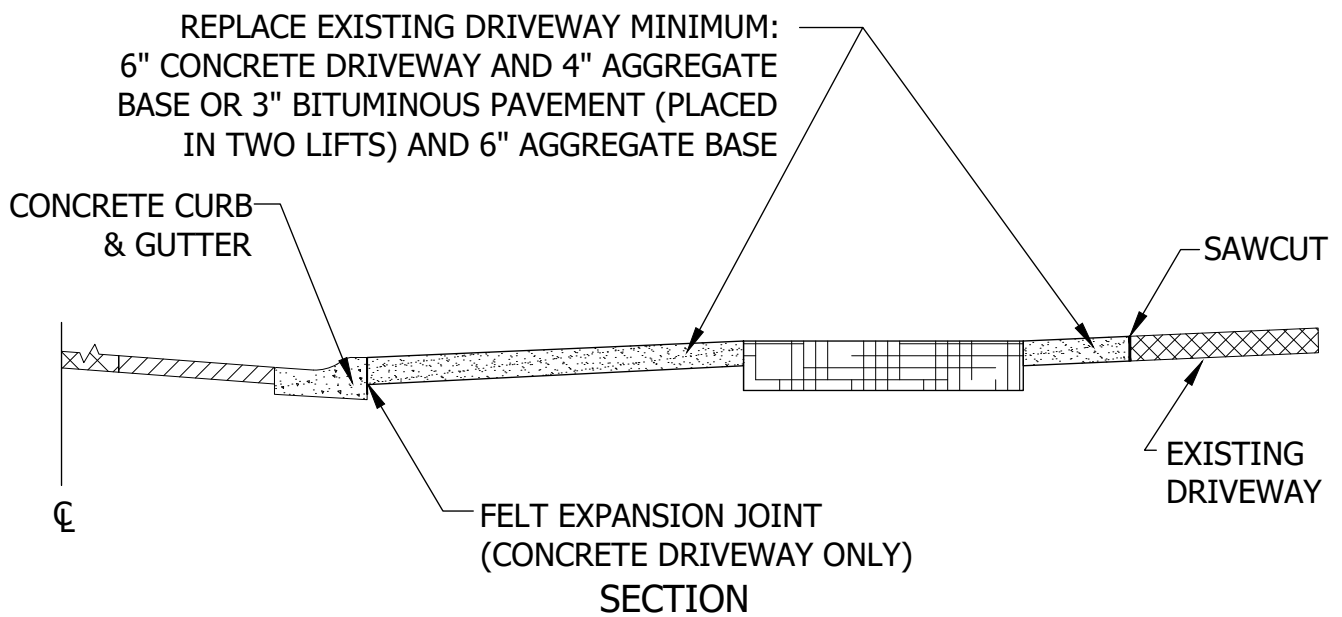
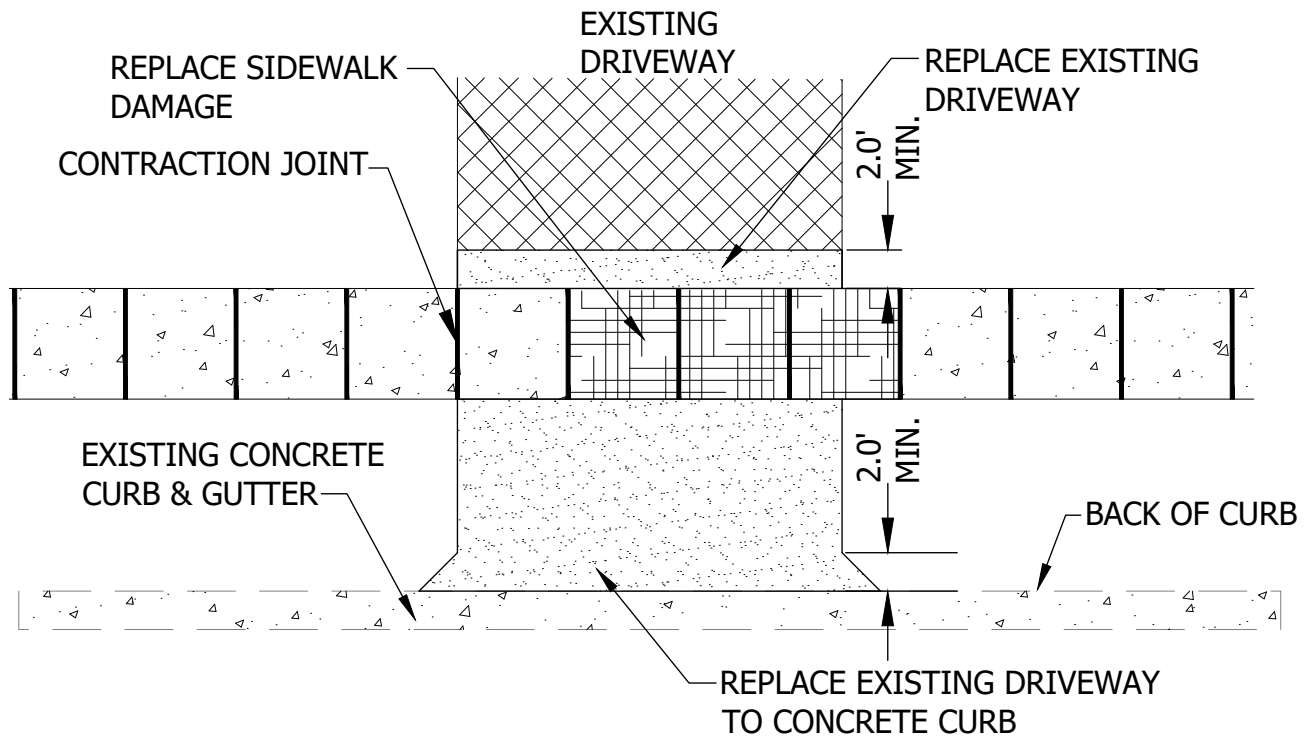


STANDARD DETAILS
STRUCTURE MARKER SIGN

COTTAGE GROVE, MINNESOTA

JANUARY 2025

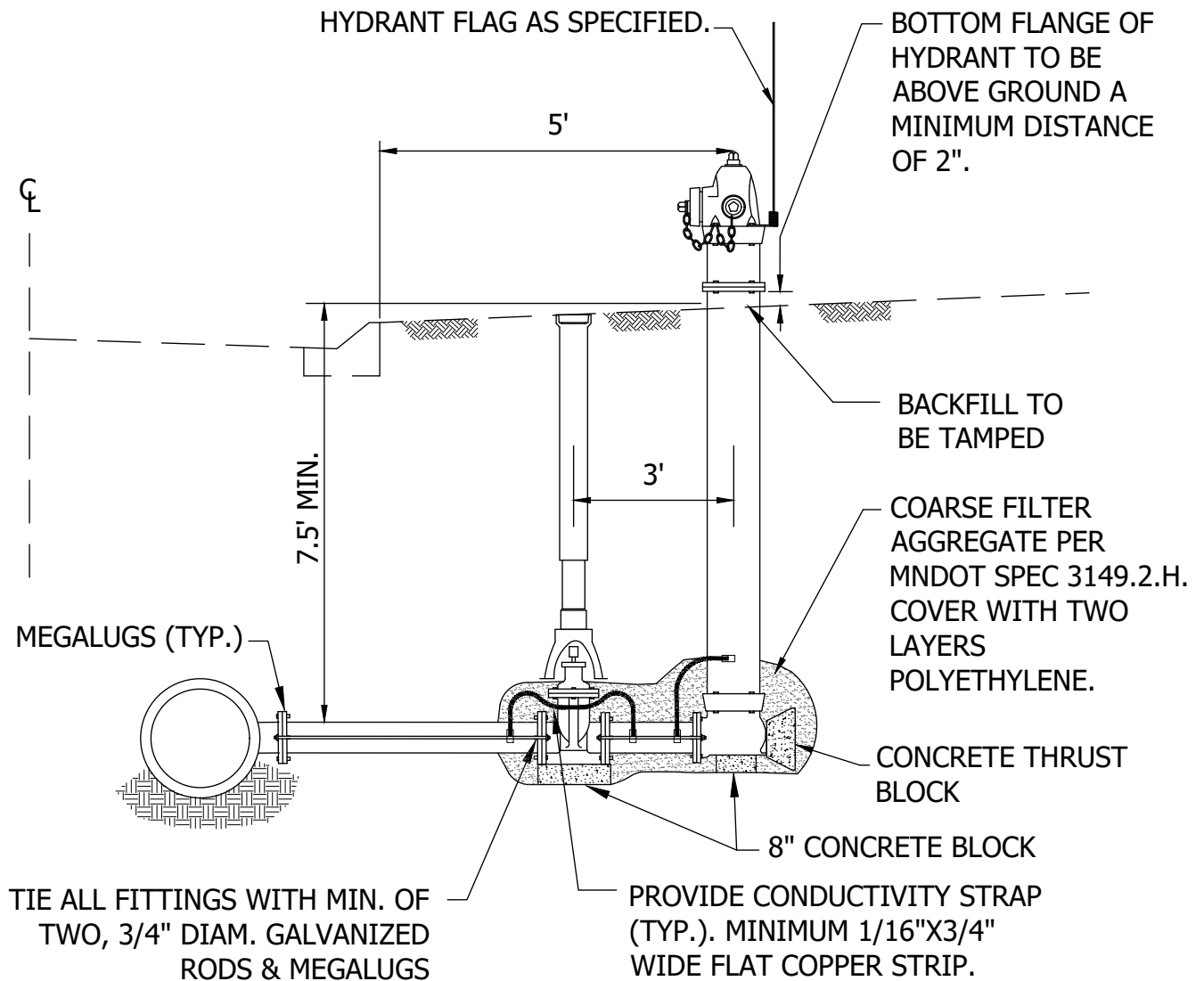
PLATE NO.
STR-41



STANDARD DETAILS
CONCRETE SIDEWALK REPLACEMENT AT
DRIVEWAY LOCATION
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
STR-42



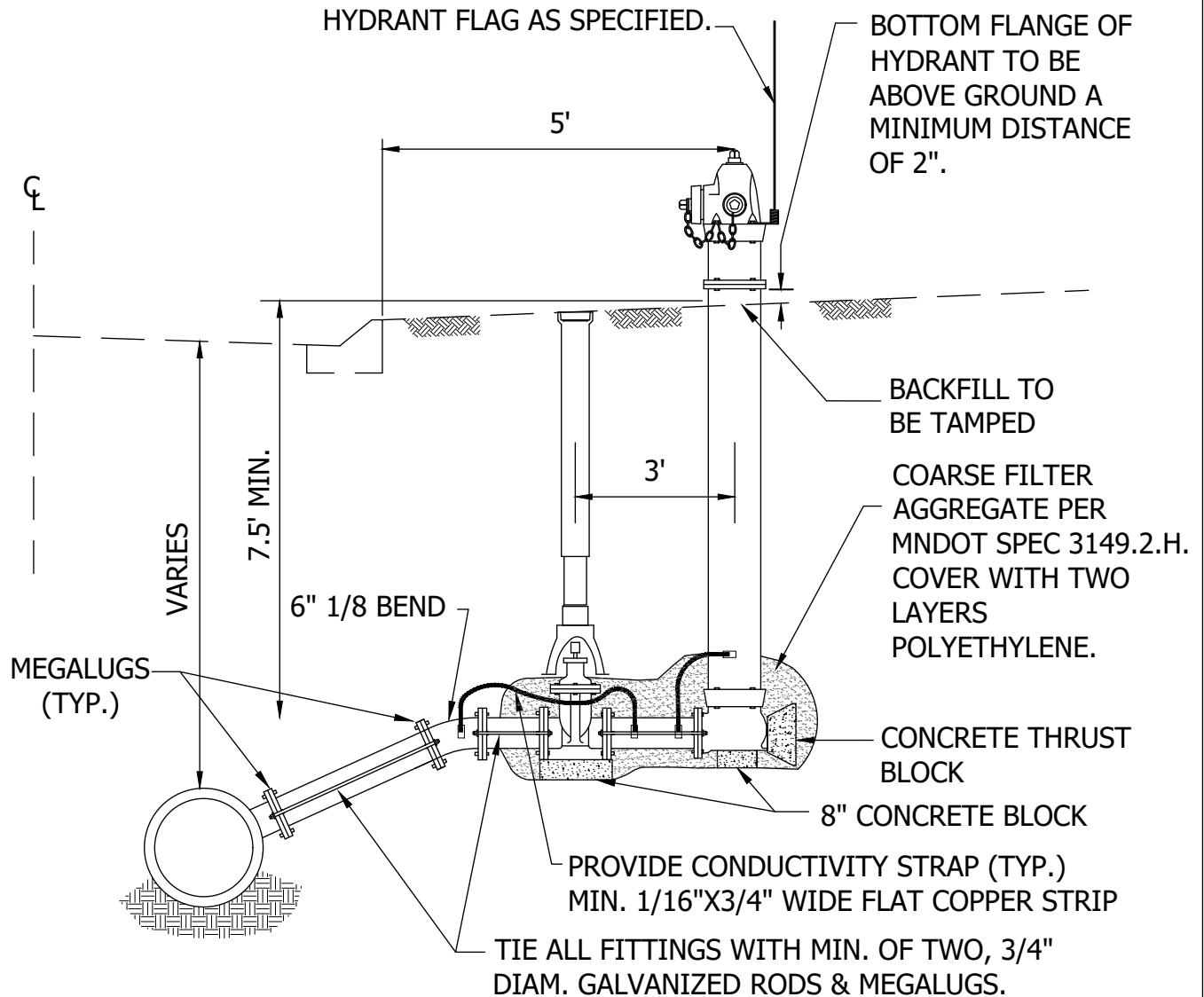
STANDARD DETAILS

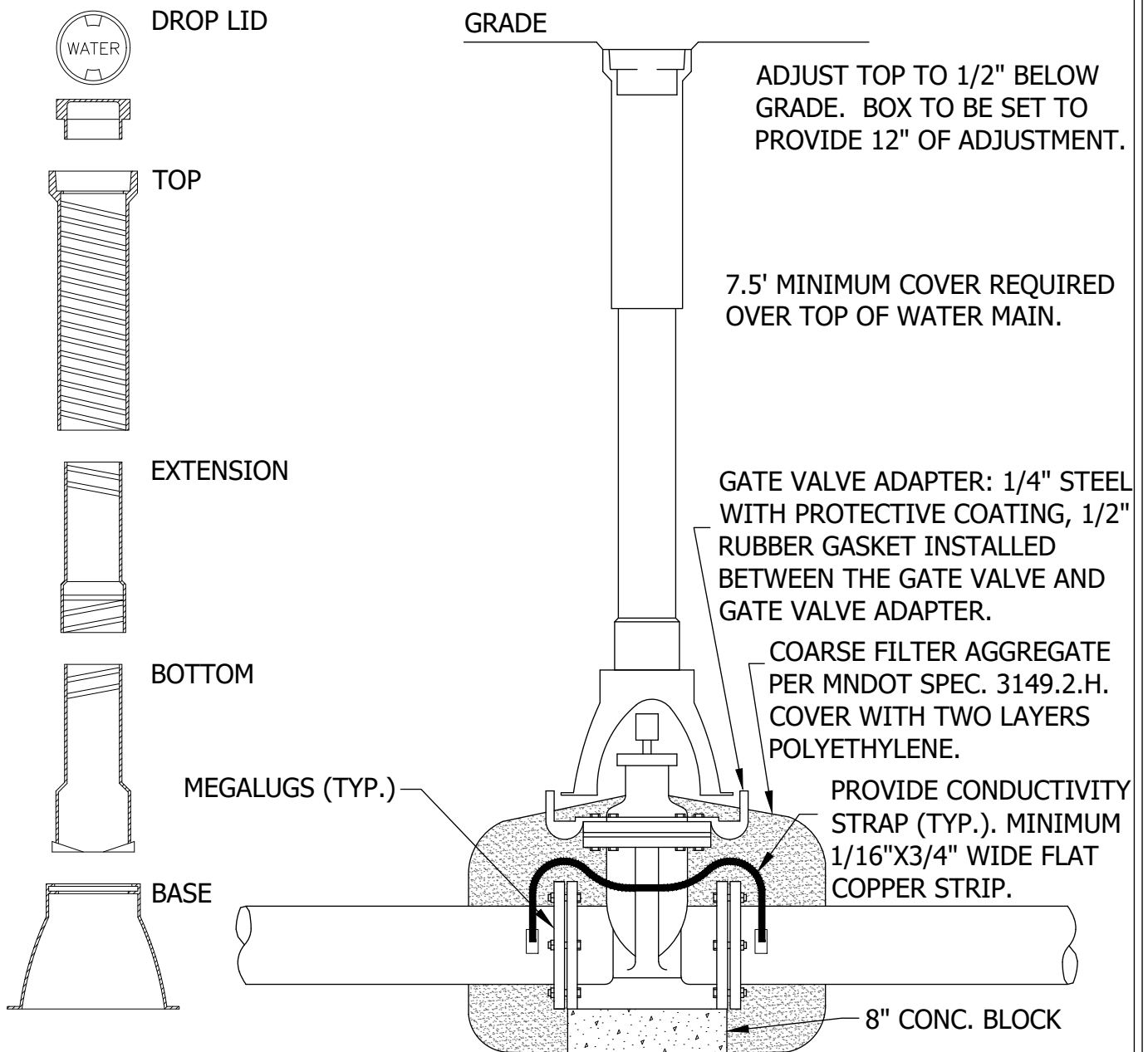
HYDRANT DETAIL

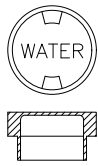
COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
WAT-1



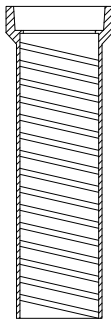




DROP LID

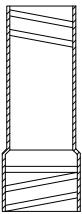
GRADE

ADJUST TOP TO 1/2" BELOW
GRADE. BOX TO BE SET TO
PROVIDE 12" OF ADJUSTMENT.



TOP

7.5' MINIMUM COVER REQUIRED
OVER TOP OF WATER MAIN.

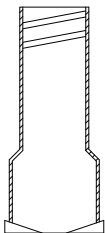


EXTENSION

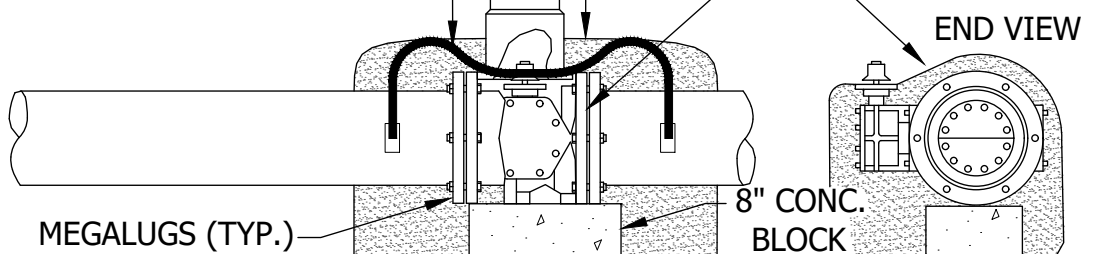
PROVIDE CONDUCTIVITY
STRAP (TYP.). MINIMUM
1/16"X3/4" WIDE FLAT
COPPER STRIP.

COARSE FILTER AGGREGATE
PER MNDOT SPEC. 3149.2.H.
COVER WITH TWO LAYERS
POLYETHYLENE.

BUTTERFLY VALVE
(12" OR LARGER)



BOTTOM

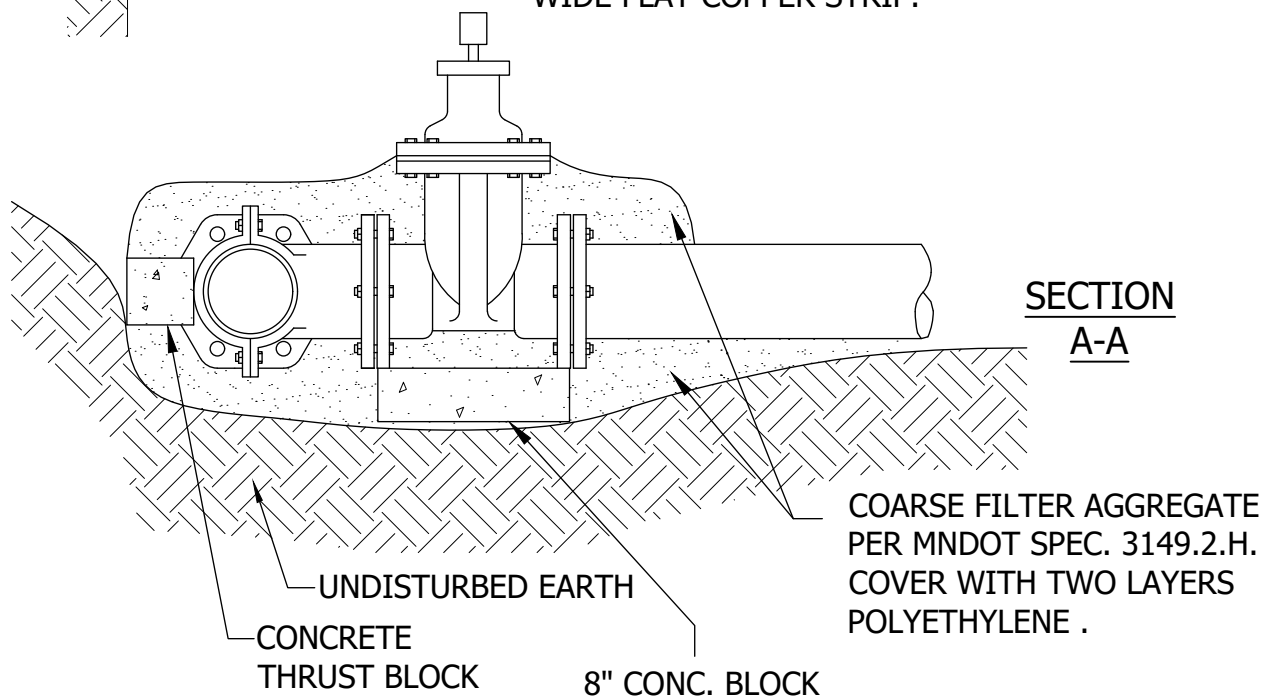
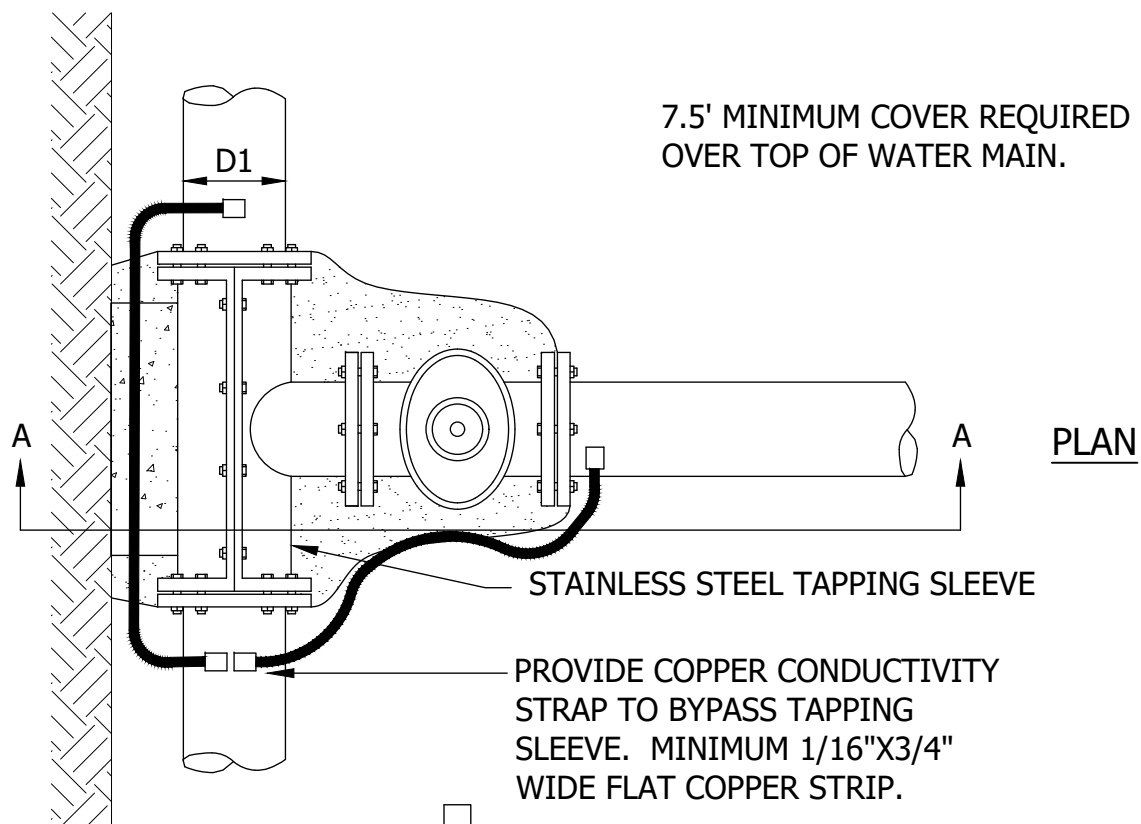


STANDARD DETAILS
BUTTERFLY VALVE AND BOX
INSTALLATION

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
WAT-4

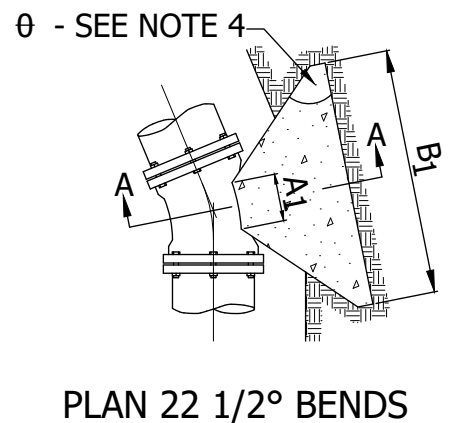
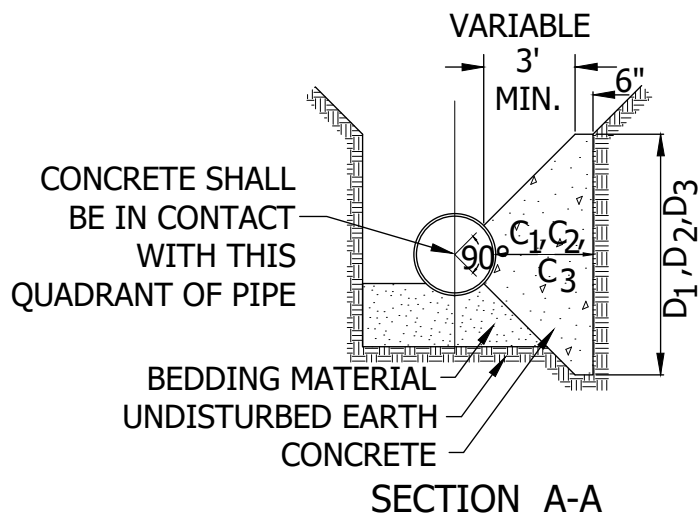
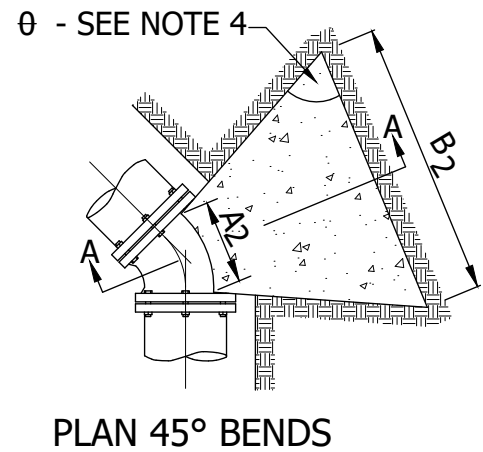
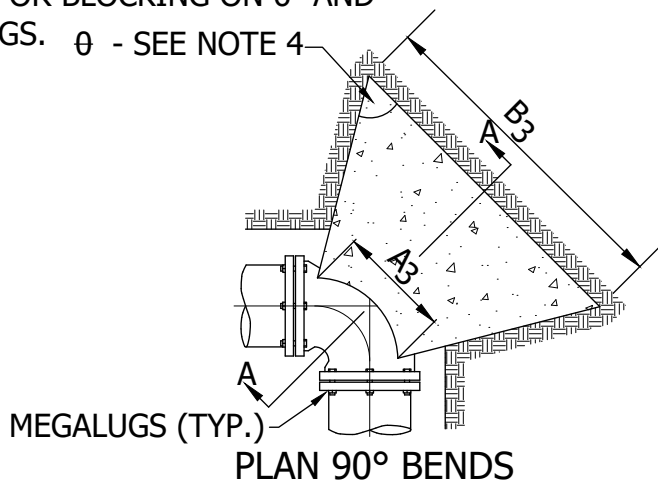


NOTES:

1. SHAPE OF BACK OF BUTTRESS MAY VARY AS LONG AS POURED AGAINST FIRM UNDISTURBED EARTH.
2. DIMENSION C1,C2,C3 SHOULD BE LARGE ENOUGH TO MAKE ANGLE θ EQUAL TO OR LARGER THAN 45° .
3. DIMENSION A1,A2,A3 SHOULD BE AS LARGE AS POSSIBLE WITHOUT INTERFERING WITH MJ BOLTS.
4. $\theta = 45^\circ$ MINIMUM.
5. PLACE POLYETHYLENE BETWEEN CONCRETE & PIPE.
6. PRECAST CONCRETE BLOCK CAN BE USED FOR BLOCKING ON 6" AND 8" FITTINGS. θ - SEE NOTE 4

BUTTRESS DIMENSIONS

PIPE SIZE	22 1/2° BEND		45° BEND		90° BEND	
	B1	D1	B2	D2	B3	D3
6"	--	--	--	--	2'-1"	1'-6"
8"	--	--	--	--	2'-8"	2'-0"
12"	1'-10"	1'-10"	3'-4"	2'-0"	4'-9"	2'-6"
16"	3'-0"	2'-0"	3'-10"	3'-0"	6'-2"	3'-6"
20"	3'-6"	2'-8"	5'-6"	3'-4"	8'-4"	4'-0"
24"	4'-4"	3'-0"	6'-10"	3'-10"	9'-8"	5'-0"
30"	--	--	9'-3"	6'-0"	17'-0"	6'-0"



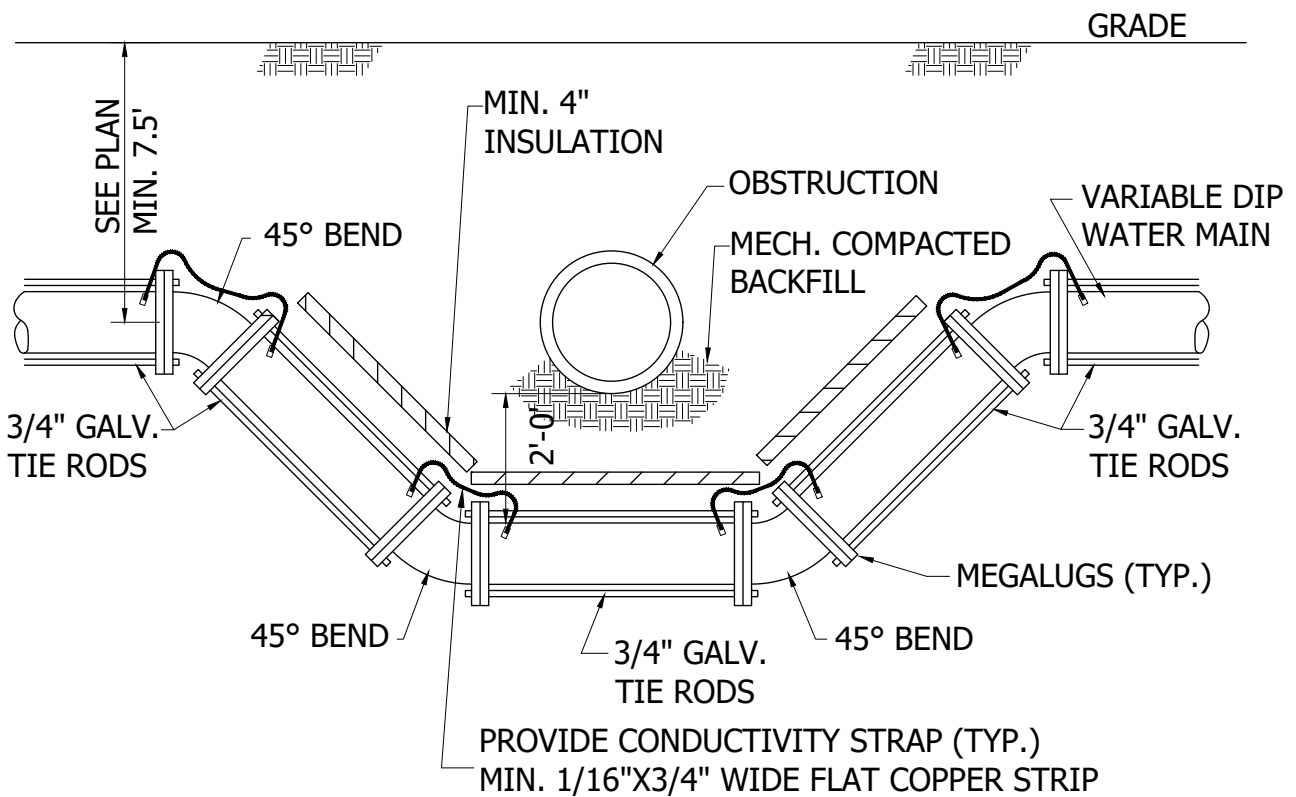
STANDARD DETAILS

CONCRETE THRUST BLOCKING

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
WAT-6



STANDARD DETAILS

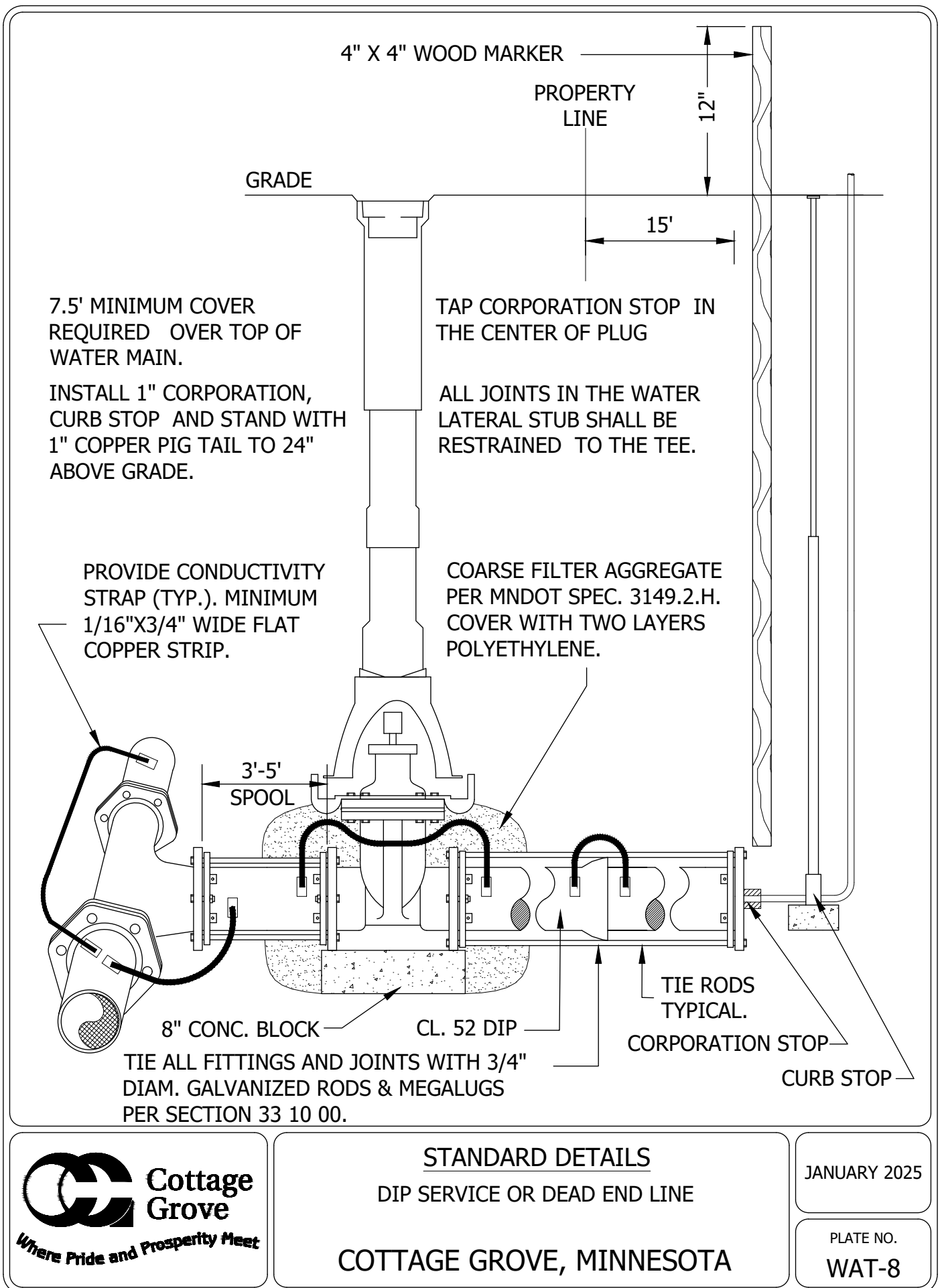
WATER MAIN OFFSET

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.

WAT-7



**Cottage
Grove**

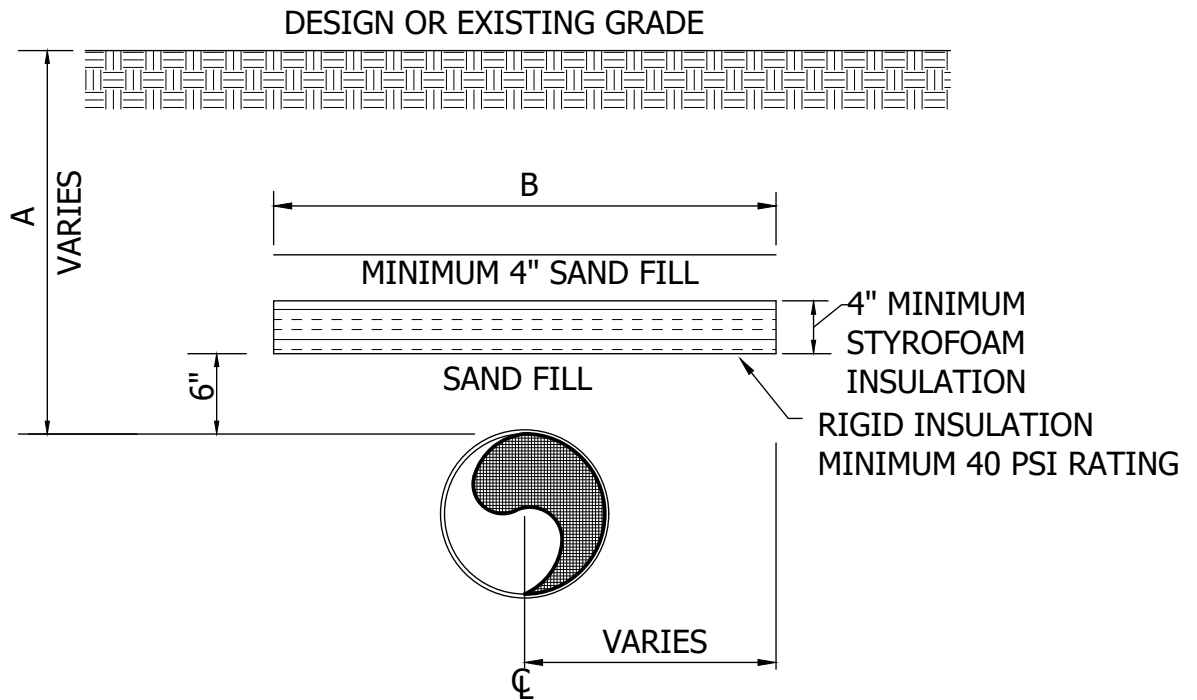
Where Pride and Prosperity Meet

STANDARD DETAILS
DIP SERVICE OR DEAD END LINE

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.
WAT-8



PIPE SHALL BE CENTERED UNDER INSULATION UNLESS OTHERWISE SPECIFIED.

COVER OVER PIPE - A

2'

3'

4'

5'

6'

WIDTH OF INSULATING BOARD - B

11'

9'

7'

5'

3'



STANDARD DETAILS

INSULATION DETAIL

COTTAGE GROVE, MINNESOTA

JANUARY 2025

PLATE NO.

WAT-9

Standard Specifications for Utility and Street Construction

January 2025



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00 71 00	Contracting Definitions

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01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 50 00	Temporary Facilities and Controls
01 57 13	Temporary Erosion and Sediment Control
01 70 00	Execution Requirements

Division 02 - Existing Conditions

02 41 13	Selective Site Demolition
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SITE AND INFRASTRUCTURE SUBGROUP

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Division 26 - Electrical and Lighting

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26 56 00	Exterior Lighting

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33 31 00	Sanitary Sewerage Piping
33 31 14	Sanitary Sewerage Services
33 31 23	Sanitary Sewerage Force Main Piping
33 39 00	Sanitary Sewerage Structures
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33 41 00	Subdrainage

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34 41 05	Traffic Signs and Devices
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END OF SECTION

SECTION 00 71 00
CONTRACTING DEFINITIONS

PUBLIC PROJECTS:

Owner: As identified in the Agreement (Section 00 52 00).

Engineer: As identified in the Agreement (Section 00 52 00).

Whenever reference is made to the Minnesota Department of Transportation Specifications, such reference shall mean "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.) and all subsequent revisions and supplements. The word "Engineer" is understood to refer to the Engineer for the Owner.

PRIVATE PROJECTS:

Owner: Whenever reference is made within the City of Cottage Grove's Standard Specifications for Utility and Street Construction, the word "Owner" is understood to refer to the City of Cottage Grove.

Engineer: Whenever reference is made within the City of Cottage Grove's Standard Specifications for Utility and Street Construction, the word "Engineer" is understood to refer to the City of Cottage Grove's designated engineering representative.

Whenever reference is made to the Minnesota Department of Transportation Specifications, such reference shall mean "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.) and all subsequent revisions and supplements. The word "Engineer" is understood to refer to the City of Cottage Grove's designated engineering representative.

Whenever reference is made to the General Conditions, such reference shall mean "Standard General Conditions of the Construction Contract" as published by the Engineers Joint Contract Documents Committee (EJCDC) 2018 version.

END OF SECTION

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SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. General requirements for overall Project coordination.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.
- B. Related Sections:
 - 1. 01 33 00 Submittal Procedures

1.03 PROJECT COORDINATION

- A. Coordinate all Work with the Engineer and City engineering staff. City engineering staff are located at Cottage Grove City Hall, 12800 Ravine Parkway South. Regular office hours are 8 A.M. to 4:30 P.M.
- B. Coordinate the Work of the Contract and the Work of others relating to the Project. Work with others to cause the efficient and timely completion of the Work. These responsibilities include, among others, the following:
 - 1. Coordinate activities of all sub-contractors.
 - 2. Inform emergency services (Police, Fire), Post Office, and Schools of traffic situations as appropriate to Project circumstances.
 - 3. Inform City Public Works Department of Project schedule and upcoming activities that will affect their operation.
 - 4. Inform non-municipal utilities (gas, telephone, electric, etc.) of Project schedule to allow for planning of any activities they wish to coordinate with the Project.
 - 5. Maintain and coordinate access needs of adjacent properties.
 - 6. Conform to the requirements of Section 01 33 00.

1.04 UTILITIES

- A. Notify Gopher State One Call before starting construction in a given area requesting utility locates in the Site:
 - 1. Engineer has requested information at time of construction document preparation on existing private utilities via design locate request through the Gopher State One Call Program.
 - 2. The original version of the information supplied by the utilities is available for viewing at the office of the Engineer.

- B. Known Information On Private Utilities: Known information regarding the private utilities is depicted on the Drawings and information supplied by utility companies can be viewed at the office of the Engineer by request.
- C. Project Utility Sources: Coordinate Work with the following utility owners:
 - 1. City of Cottage Grove Public Works 651-458-2808
 - 2. Gopher State One Call 651-454-0002
- D. Locating Owner owned public utilities:
 - 1. Owner will complete initial locating of all existing Owner owned public utilities including communication lines, lighting, sanitary sewer, signal, storm sewer, and water utility. The request for initial locate of all utilities within the project limits must be submitted to Owner a minimum of 4 business days prior to the project start date.
 - 2. The responsibility of locating existing Owner owned utilities within the project limits shall be transferred to the Contractor after initial locating has been completed by the Owner until final completion.
 - 3. Contractor shall be responsible for locating all newly installed public utilities installed within the project limits until final completion.
 - 4. Locate requests within the project limits received by the Owner will be forwarded to the Contractor's representative responsible for coordinating locate requests within the project limits by email. Confirmation of receipt of the locate ticket must be sent by the Contractor's representative back to the Owner within 2 hours of Owner sending the locate request to the Contractor's representative.
 - 5. The Contractor shall be responsible for repairing any damage as the result of improperly located or unmarked public utilities within the project limits. The repair must be completed in accordance with the project requirements and to the satisfaction of the Engineer. This work shall be considered incidental.
 - 6. Owner requires a 48-hour notice for all utility interruptions.
- E. Coordinate the relocation or protection of all existing facilities. Any costs for such Work shall be the responsibility of the Contractor.

1.05 PERMITS

- A. Apply for, obtain, and comply with the provisions of the following permits, which the Owner will waive the permit application fee:
 - 1. City of Cottage Grove Right-of-Way Permit
- B. Comply with the stipulations of the following permits, which have been applied for and will be furnished by the Owner.
 - 1. The following will be furnished on public projects only:
 - a. Minnesota Pollution Control Agency (MPCA) Permit for Sanitary Sewer Extensions.
 - b. Minnesota Department of Health (MDH) Permit for Water Main Extensions.
 - c. MPCA Stormwater Discharges Associated With Construction Activities NPDES General Permit.
- C. Apply for, obtain, and comply with other permits, licenses, and approvals which may be required for the Project.

1.06 SURVEYING AND CONSTRUCTION OBSERVATION

- A. Provide Engineer a minimum of 48-hour notice in advance of the need for establishing lines, grades, measurements, grade checks, and observation of Work.
- B. Engineer will furnish a Resident Project Representative.
- C. The Contractor is responsible for:
 - 1. Grades and elevations for pedestrian ramps.

1.07 PROJECT MEETINGS

- A. Administrative Requirements:
 - 1. Project Superintendent or persons designated by the Contractor to attend and participate in the Project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the Project meetings.
 - 2. Engineer will set the time, sites, and prepare the agenda for the meetings.
 - 3. Engineer will prepare meeting minutes and distribute 1 copy to Contractor. Notify Engineer of inaccuracies or discrepancies in the meeting minutes within 5 calendar days of receipt of the minutes.
 - 4. The attendance and cooperation of subcontractors and suppliers may be required.
- B. Preconstruction Conference:
 - 1. Provisions for the Preconstruction Conference are set forth in the General Conditions.
 - 2. Requirements for preconstruction submittals are set forth in the General Conditions. Submittal procedures shall be consistent with Section 01 33 00.
- C. Progress Meeting Procedures:
 - 1. Weekly Status Meetings will be held during weeks when construction activity is occurring on the Project. The meetings will take place at Cottage Grove City Hall. Day and time will be determined at the preconstruction meeting. If no Work is occurring, no meeting will be required:
 - a. Weekly Status Meetings are anticipated to be 30 to 60 minutes in length.
 - b. Furnish a detailed schedule of work for the following week as well as provide an update on construction activity from the previous week for the purpose of allowing the City to provide information on its website as well as communicate to residents within the project limits.
 - c. Provide copies of erosion control inspections completed during the previous week.
 - d. Developers, private utilities, and others may attend to communicate Project issues.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. General procedures and requirements for submittals during the course of construction.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SEQUENCING AND SCHEDULING

- A. Schedule submittals consistent with the Contractor's schedule of shop drawings.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 CONSTRUCTION SCHEDULE

- A. Submit preliminary schedule and progress schedule consistent with the General Conditions.
- B. Prepare schedules on 11 inch by 17 inch sheets showing overall sequence of construction. Organize the schedule by work activity. Identify separate stages of each work activity:
 - 1. List work items in chronological sequence. Show beginning and completion dates of each activity. Include all activities with an estimated duration of 3 days or longer.
 - 2. Format schedule as a horizontal bar chart. Provide separate bars for each activity or trade.
 - 3. Provide space for revisions and notations.
 - 4. Identify interrelations between activities.
 - 5. Identify critical path of tasks to be performed.
 - 6. Include estimated times for preparation of submittals by Contractor, processing and review of submittals by Engineer, fabrication, delivery, installation, testing, start-up, instruction of Owner, and clean-up.
- C. As Work progresses, revise, update, and resubmit schedule as requested by Owner or Engineer. At a minimum, update schedule with each Application for Payment. Show all activities started or finished since previous schedule was submitted and show percentage of completion for each activity.

3.02 EMERGENCY CONTACT LIST

- A. Before any Work at the Site is started, submit a typed list on 8.5 inch by 11 inch paper outlining 24 hour on-call contacts for the Project. This list shall include the Contractor's safety representative, Contractor's locating representative, key representatives from the Contractor, subcontractors, and suppliers. Include the following information for each contact:
 - 1. Company name.
 - 2. Contact person(s).
 - 3. Local and mobile phone numbers.

3.03 SHOP DRAWINGS AND MANUFACTURERS' INFORMATION

- A. Conform to the requirements of the General Conditions, except as modified herein.
- B. The minimum sheet size shall be 8.5 inches by 11 inches. Non-legible copies will not be reviewed.
- C. Submit a minimum of 3 copies of shop drawings, plus the quantity of copies the Contractor wants returned, or submit electronically. Each copy shall contain the following information:
 - 1. Date of submission and date of any previous submittals.
 - 2. Project Title.
 - 3. Names Of: Contractor, subcontractor, supplier, and manufacturer.
 - 4. Identification of product and Specification Section number.
 - 5. Identification of revisions from previous submittals.
- D. Engineer's review will be in conformance with the requirements of the General Conditions, except as modified herein.
- E. Engineer will stamp shop drawings and indicate requirements for Contractor's review or re-submittal as follows:
 - 1. "Approved" – Appears that items covered by the submittal will, after installation or incorporation into the Work, conform to the Contract Documents and appears to be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - 2. "Approved as Noted" – Appears that items covered by the submittal will, after installation or incorporation into the Work, conform to the Contract Documents and appears to be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, except as noted by Engineer.
 - 3. "Revise and Resubmit" – Appears that items covered by the submittal will not, after installation or incorporation into the Work, conform to the Contract Documents and will not be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Work cannot proceed until the submittal is revised and resubmitted conforming to the re-submittal procedures described in the General Conditions.
 - 4. "Rejected" – Work covered by the submittal is not complete or it appears that items covered by the submittal will not, after installation or incorporation into the Work, conform to the Contract Documents and will not be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Contractor shall conform to the re-submittal procedures described in the General Conditions.

3.04 TEST REPORTS

- A. Submit 3 copies of all inspections, tests and approvals required in the Specifications.

3.05 MATERIAL AND SAFETY DATA SHEETS

- A. Furnish Owner with current copies of Material Safety Data Sheets for all chemicals and products on Site.

END OF SECTION

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SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Information required for conformance to regulatory requirements.
 - 2. Quality assurance.
 - 3. Procedures to measure and report the quality and performance of the Work.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCE STANDARDS

- A. Whenever reference is made to the Minnesota Department of Transportation Specifications, such reference shall mean "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.) and all subsequent revisions and supplements. The word "Engineer" is understood to refer to the Engineer for the Owner.

1.04 SUBMITTALS

- A. Prior to start of Work, submit testing laboratory name for various specified tests for approval by Engineer.
- B. Laboratory test results or analysis.
- C. Manufacturer's certificates of quality control or performance.

1.05 WORKMANSHIP

- A. Comply with industry standards of the region, except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

1.06 TESTS AND INSPECTIONS

- A. Conform to the requirements of the General Conditions, except as modified herein.
- B. Notify Engineer 48 hours prior to expected time for operations requiring tests and inspections.
- C. Provide incidental labor and facilities to obtain and handle samples at Site or source, transport samples to laboratory, and facilitate tests and inspections for storing and curing of test samples.

- D. On public projects, Owner shall pay for all required tests except as indicated in the Specifications:
 - 1. If, under test, any portion of the work fails to meet contract requirements and is altered, renewed, replaced, tests on that portion so altered, removed, replaced, together with portions of the work as are affected thereby, shall, if so required by Engineer, be repeated within reasonable time and in accordance with the specified conditions and the Contractor shall reimburse Owner for incurred costs of all subsequent tests to ensure compliance.
- E. Notify Engineer of pit and scale location and other correlated items prior to beginning Work.
- F. Following substantial completion of the project and in accordance with Standard General Conditions of the Construction Contract, the Engineer and Owner will perform a Final Inspection of the work performed under the contract. Based on that Inspection 1 initial Inspection Notice Report (INR) will be prepared. Contractor shall notify Engineer when items listed in INR have been completed. The Engineer will inspect Contractor's work a second time to verify the items in the initial INR have been completed. If there are items still unacceptable to the Owner/Engineer, a second INR will be prepared. All costs for Owner's/Engineer's time to prepare the second and, if needed, subsequent INRs and to verify that the work has been completed will be deducted from payments to the Contractor.

1.07 LABORATORY REPORTS

- A. After each inspection and test, submit 3 copies of Laboratory Report to Engineer.
- B. Include: Date issued, Project title and number, name of inspector, date and time of sampling or inspection, identification of product and Specifications Section, location in the Project, type of inspection or test, date of test, results of tests, and conformance with Contract Documents.

1.08 LABORATORY RESPONSIBILITIES

- A. Test samples and perform field tests.
- B. Provide qualified personnel. Cooperate with Engineer and Contractor in performance of services.
- C. Ascertain compliance with the requirements of the Contract Documents.
- D. When requested by Engineer, provide interpretation of test results.

1.09 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop Work.

1.10 MANUFACTURER'S CERTIFICATES

- A. If requested by Engineer, submit manufacturer's certificate with shop drawings certifying that products meet or exceed specified requirements executed by responsible officer.

1.11 MANUFACTURER'S FIELD SERVICES

- A. Provide qualified representative to observe field conditions; conditions of surfaces and installation; quality of workmanship; start-up of equipment; and test, adjust, and balance of equipment.

1.12 RIGHT OF REJECTION

- A. The Engineer, acting for the Owner, shall have the right, at all time and places, to reject any articles or materials to be furnished hereunder which in any respect, fail to meet the requirements of these specifications, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the work at the site. If the Engineer or RPR, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, deliver, or erection may be the Engineer for the Owner.

PART 2 PRODUCTS

NOT USED.

PART 3 EXECUTION

NOT USED.

END OF SECTION

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SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Temporary utilities and miscellaneous temporary facilities required during construction.
- B. Products furnished but not installed under this Section or products installed but not furnished under this Section.
- C. Related Sections:
 - 1. Section 01 33 00 – Submittal Procedures.
 - 2. Section 33 10 00 – Water Utilities.
 - 3. Section 33 14 18 – Water Utility Service Laterals.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Mobilization: Measurement is Lump Sum. This will be considered payment in full for all work and costs of this Bid Item for the entire Project. Partial payment of the Lump Sum Bid Item “Mobilization” will be made using a percentage based on the table below. If the contract unit price for mobilization exceeds 5 percent of the total contract amount, the owner may withhold (on any partial estimate) the portion in excess of 5 percent until the Contractor earns at least 95 percent of the original contract amount.

	Cumulative Percent of Mobilization Item Paid
First Partial Payment	50
Percent of original contract amount earned - 25	70
Percent of original contract amount earned - 50	90
Percent of original contract amount earned - 100	100

- 2. Traffic Control: Measurement is Lump Sum. This shall be considered payment in full for all labor, equipment, and materials associated with the required Traffic Control devices for vehicular and pedestrian traffic for the entire Project. This Bid Item shall include but not be limited to furnishing, installing, maintaining, relocating, and ultimate removal of the Traffic Control devices used over the duration of the Contract or as directed by the Engineer. Also included within this item is temporary pavement markings and detours as shown in the Drawings. Partial payment of the Lump Sum Item “Traffic Control” will be made using a percentage based on the table below. If the contract unit price for Traffic Control exceeds 5 percent of the total contract amount, the owner may withhold (on any partial estimate) the portion in excess of 5 percent until the Contractor earns at least 95 percent of the original contract amount.

	Cumulative Percent of Traffic Control Item Paid
First Partial Payment	50
Percent of original Contract amount earned – 25	70
Percent of original Contract amount earned – 50	90
Percent of original Contract amount earned – 100	100

3. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation “Standard Specifications for Construction”, 2020 Edition (MnDOT Spec.).
- B. The Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD), including the Field Manual on Temporary Traffic Control Zone Layouts – Latest edition.
- C. Minnesota Department of Transportation Traffic Engineering Manual.

1.04 SUBMITTALS

- A. Construction Staging Plan consistent with Section 01 33 00, including the following information:
 1. Sequence of construction and traffic control.
 2. Streets closed or restricted during any stage of construction.
 3. Provisions for routing any detoured traffic as permitted.
 4. Specific signs, striping, and other traffic control devices to be utilized.
- B. Traffic Management Plan consistent with Section 01 33 00, including the following information:
 1. Haul and access routes.
 2. Permits or applications required by local authorities.
 3. Temporary facilities required.
 4. Names, addresses, and phone numbers of at least 3 individuals responsible for placement and maintenance of traffic control devices. At least one of these individuals shall be “on call” 24 hours per day, 7 days per week during the time any traffic control devices furnished and installed by the Contractor are in place.

PART 2 PRODUCTS

2.01 TRAFFIC CONTROL CHANGE

- A. Sign:
 1. Conform to MN MUTCD 6F30 - W3-X5, except as modified herein:
 - a. Minimum dimensions of 36 inch X 36 inch.
 2. Sign material meeting the requirements of Section 34 41 05.

- B. High Level warning device:
 - 1. Conform to MN MUTCD 6F62 Orange flag, min 16 square inches surface area.
 - 2. Minimum of two flags per sign.

PART 3 EXECUTION

3.01 MOBILIZATION

- A. Move personnel, equipment, materials, and all other items required to complete the Work at the Site.
- B. Establish Contractor offices, building, or other facilities necessary for Work on the Project.
- C. Temporarily hold or relocate utilities and any miscellaneous structures, such as signs, power poles, guy wires, and mailboxes disturbed.

3.02 TEMPORARY WATER FOR CONSTRUCTION AND USE OF OWNER'S WATER SYSTEM

- A. Regulations of the Minnesota Department of Health as adopted by the City of Cottage Grove prohibits the indiscriminate use of the City's water hydrants by persons other than City personnel.
- B. Contractors are not allowed to operate or connect to a City hydrant for water usage without a Hydrant Use Permit. A Hydrant Use Permit is available at Public Works Department 8635 West Point Douglas Road. Office hours 7 A.M. to 3:30 P.M. A deposit is required for the use of a hydrant meter.
- C. No direct connection will be allowed from a hydrant to a tank truck or watering vehicle or hose. Contractor must provide a backflow preventer or fill pipe air gap equal to 2 times the diameter of the fill pipe or hose.
- D. Clean and thoroughly disinfect all containers and testing equipment to eliminate the possibility of contamination of the system.
- E. Disinfect water mains and services consistent with Section 33 10 00 and Section 33 14 18.
- F. The following is a summary of the procedural requirements for installation and testing of City water mains and services.
- G. Phase 1: Utility projects consisting of sanitary sewer, water main, and storm sewer improvements:
 - 1. Step 1 - Open Connections to Existing Mains and/or Fittings:
 - a. Contractor schedules shutdown and contacts City Water Department a minimum of 48 hours prior to performing Work. At this time, the Contractor is responsible to notify the City Fire Department of the intended shutdown. Contractor must abide with specific requirements for the Project that limits or defines certain hours that the shutdown maybe be performed.
 - b. If water service is to be turned off, the Contractor is responsible to provide written notification to all affected property owners and customers at least 48 hours prior to the actual loss of service.

- c. The City Water Department must open and close the existing valves for this part of the operation. If required, the City will be responsible for flushing the existing mains after the connection is completed; however, the Contractor shall assist the City as necessary.
- 2. Step 2 - Filling Newly Installed Water Mains Prior to Service Installation:
 - a. Contractor contacts City Water Department a minimum of 48 hours prior to performing Work. Engineer reviews with the Contractor the sequence of lines to be filled and which hydrants to open to eliminate trapped air. Taps of 1 inch diameter may be required in dead end plugs to relieve air from the system as part of the Project.
 - b. After the Contractor notifies the City Water Department, the Contractor and Engineer Representative operate valve to slowly fill the mains.
 - c. When filling water mains 12 inches and larger, the City Water Department must be present.
 - d. Contractor is responsible to verify that all existing valves are off and that untested water is not able to enter the City system. The Contractor is further responsible to have all new valves in their system open to assure that all new mains are filled but that the water is contained within the new system.
- 3. Step 3 - Water Service Installation:
 - a. All corporation stops shall be tapped with the main under water pressure.
 - b. Contractor is responsible to open all corporation stops and curb stops to bleed air and flush any dirt from the copper water line. Afterwards, the Contractor shall close the curb stop and shall crimp the end of the short tail section.
 - c. During the service installation activity, the Contractor opens and closes existing main valve as necessary to maintain pressure for tapping and bleeding service lines only. The Engineer Representative must be present at the time the Contractor re-pressurizes the mains.
 - d. Engineer checks and verifies that existing valve is opened and closed promptly; however, the Contractor is responsible for this procedure.
- 4. Step 4 - Pressure and Conductivity Testing:
 - a. Pressure and conductivity testing shall be performed as per the Contract Specifications and shall be performed in that order to assure mains are full of water for conductivity testing.
 - b. All service lines shall be in place and on before the pressure test is administrated.
 - c. Document and provide the City with static pressure readings obtained during the pressure testing procedure.
- 5. Step 5 - Flushing of Water Mains for Bacteria Test:
 - a. Contractor contacts City Water Department a minimum of 48 hours prior to performing Work. Engineer reviews with Contractor the sequence of lines and valves to operate to thoroughly flush system.
 - b. After notifying the City, the Engineer Representative and Contractor operate existing valve/valves for flushing.
 - c. City Water Department must be present when flushing water mains 12 inches and larger.
 - d. Contractor shall notify the Engineer for the scheduling of water sample for bacteria test, which shall be pulled and tested by a certified independent testing firm. The Contractor will be required to assist the Engineer to operate valves for sampling if necessary.
- 6. Step 6 - Turning On New Mains into Existing Water System:
 - a. All testing complete - pressure, conductivity, and bacteria accepted by the Engineer.

- b. Engineer completes required documentation notifying Public Works Department, Engineering Department, and Building Inspection Department that the new system is turned on or can be scheduled to be turned on.
 - c. Engineer contacts the City Public Works Department which must be present to turn on the new system for mains 12 inches and larger. System shall be turned on within 14 calendar days of completion of passing tests.
 - d. Engineer and Contractor together turns on the new system for mains smaller than 12 inches. System shall be turned on within 14 calendar days of completion of passing tests.
- H. Phase 2 - Street Construction, Restoration, and Landscaping Work:
 - 1. Contractors, subcontractors, builders, or developers are not allowed to operate or connect to a City's hydrant for water usage without a hydrant use permit.
 - 2. The sources of City water for street construction, restoration, and landscaping work is as follows:
 - a. Public Works will designate a hydrant for the Contractors as part of Hydrant Use Permit process.
 - b. If hydrant meters are not available or if the City determines the Contractors request for water warrants it, the City will designate an existing hydrant for the Contractors use. The same hydrant use permit, deposit, and water use charge will be applied, as required for the hydrant meter.
 - c. Prices and deposit amounts may change without notice.
- I. Water Restrictions: Contractor may be required to use non-potable water during a drought period. Owner will assist Contractor in locating source.

3.03 CONSTRUCTION FACILITIES

- A. Sanitary Facilities:
 - 1. Comply with all governing regulations, including safety and health codes, for sanitary fixtures and facilities.
 - 2. Provide self-contained toilet units, or water and sewer connected temporary toilet facilities, consistent with governing regulations. Contractor may not use Owner's toilet facilities.
 - 3. Provide and maintain adequate supply of toilet tissue, paper towels, paper cups, and similar disposable materials appropriate for each facility. Provide appropriate covered waste containers for used material.

3.04 TEMPORARY CONSTRUCTION

- A. Bypass Pumping:
 - 1. All sanitary flows shall be pumped around areas with no spillage allowed.
 - 2. Any spill needs to be reported as required by law.
- B. Pumping and Dewatering:
 - 1. Provide draining, pumping, dewatering, and cleaning operations necessary to complete the Work.
 - 2. Provide all necessary pumping to remove all surface water and groundwater from structures as required for the Work. Provide erosion control measures for discharge of water.
 - 3. Protect Site and adjacent property to avoid damage.

3.05 TRAFFIC CONTROL

A. General

1. Provide and maintain all traffic control devices in accordance with the approved Construction Staging Plan. All traffic control devices and other protective measures shall conform to MN MUTCD, including its supplements and part IV, "Field Manual on Temporary Traffic Control Zone Layouts", the "Guide to Establishing Speed Limits in Highway Work Zones", and, if any, traffic control layouts and typical traffic control layouts in the Plans.
2. Flaggers are required to protect construction vehicles during unloading of construction materials. Conform to the requirements of the MN MUTCD, the Flagging Handbook included in the Field Manual for Temporary Traffic Control Zone Layouts, and the following:
 - a. While on duty flaggers shall wear hard hats and reflectorized florescent orange vests;
 - b. Flaggers shall be fully clothed when on duty with shirt or blouse, slacks or trouser, and sturdy shoes.
3. Do not park vehicles as to obstruct a traffic control device. The parking of workers' vehicles will not be allowed within the Project limits, unless so approved by the Engineer.
4. Do not store materials or equipment within 30 feet of through traffic, unless approved by the Engineer. If materials or equipment must be stored within 30 feet of through traffic, the Contractor shall provide barricades or barriers, as directed by the Engineer, to warn and protect traffic.
5. Conduct Work in a manner that will allow access to all properties within and adjacent to the Project by fire, police, and emergency vehicles.
6. Maintain all unpaved surfaces. The surface shall be watered and bladed as directed by the Engineer.
7. Remove traffic control devices at the conclusion of the Work
8. Protect work at all times, including during structure adjustment work.
9. Provide access for emergency vehicles and busses to all residences at all times.

B. Traffic Control Devices:

1. Daily inspect and insure that all traffic control devices required by the construction are in accordance with the MN MUTCD. Any discrepancy between the actual devices in use and the required devices shall be immediately rectified. At least 1 nighttime inspection shall be made each week.
2. Respond with sufficient personnel, equipment, and/or materials to any request from the Engineer to improve or correct the usage of traffic control devices on or related to this Project within 1 hour of the time of notification or be subject to a \$100 per hour deduction from the time of notification for non-attention to protect security and safety.
3. Keep all traffic control signs and devices in a legible condition. This shall include but not be limited to removing grime and dust deposited on any device by traffic, natural causes, or when requested by Engineer.
4. Store at least 10 extra Type 1 barricades with flashers, 5 extra Type III barricades, and 10 extra drums, at a convenient location within the Project limits for use in an emergency, as approved by the Engineer. No direct compensation will be made to the Contractor for furnishing and erecting these traffic control devices.

C. Place traffic control with flashers around areas disturbed by removal and replacement of utility structures and concrete curb and gutter:

1. Place at least one Type 1 barricade with flasher or barrel with flasher per panel of curb removed.
- D. Establish and maintain advisory signs at all entrances to Site:
 1. Signs shall state "Construction Zone" and "Proceed at Own Risk" in black letters on orange background.
- E. Prior to disturbing any existing trail or sidewalk, place Type 3 barricade with "Sidewalk Closed" sign on each side of the disturbed area.
- F. Closure of a roadway using Type III barricades will require a sufficient number of barricades to span the entire roadway width, at the discretion of the Engineer.

3.06 TRAFFIC CONTROL CHANGE

- A. General
 1. Advanced warning signage must be in place prior to changes in traffic control, including removal of existing traffic control signs (e.g. stop, yield).
 2. Advanced warning signs must be located behind the curb.
 3. Advanced warning signage must remain in place for 60 days after change in traffic control and removed within 65 days of change in traffic control.
 4. After removal complete restoration in accordance with section 32 92 00.

3.07 TEMPORARY BARRIERS AND ENCLOSURES

- A. Temporary Barriers:
 1. Provide temporary covers, enclosures, markers, and barriers as necessary to protect Work.
 2. Promptly repair any damage to the Site caused by removal of temporary fencing, including potholes. During removal, at no time shall the Work remain unattended if a dangerous condition exists because of incomplete removal or Site requiring repair.
- B. Temporary Fence:
 1. Install as shown on the Drawings.
 2. Maintain and repair fence throughout the duration of the Project.
 3. Provide Owner and Engineer with keys or combinations to any locks that may be used to secure fencing gates.

3.08 RESTRICTIONS

- A. Temporary stockpiling of materials or debris on any City street overnight is not allowed. Proper traffic control is required for stockpiling during the day.
- B. Overnight parking of equipment will be allowed along city streets. Overnight parking of equipment must meet the following requirements or be subject to Penalty.
 1. Proper traffic control is required.
 2. Equipment left onsite must be utilized for construction purposes within the project limits a maximum of 48 hours from time of last use unless otherwise approved by Engineer.
 3. Equipment left onsite must be parked at locations that will not restrict access to driveways or access for emergency vehicles.

4. All overnight parking locations must be approved of by Engineer.

END OF SECTION

SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Managing storm water runoff and other Project related water discharges to minimize sediment pollution during construction.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Payment at the Bid Unit Price will be considered compensation in full for all Work necessary to complete the Bid Item in full, including installation, maintenance, sediment removal, repairs, and removals.
2. Measurement will be based upon the units as listed below for Bid Items removed, abandoned, or salvaged complete as specified. No measurement will be made of any removals that are not required. The actual quantity installed multiplied by the appropriate Bid Unit Price will be compensation in full for all Work and costs of the following Bid Items. 80-percent partial payment will be made upon installation and 20-percent payment will be made upon removal and restoration:
 - a. Silt Fence: Payment will be by type. Measurement will be by the linear foot along the base of the fence, from outside to outside of the end posts for each section of fence.
 - b. Floatation Silt Curtain: Payment will be by type. Measurement will be by linear foot installed.
 - c. Storm Drain Inlet Protection: Measurement will be per each, according to type furnished. Payment shall include installation and maintenance, removal, including cleaning and reinstallation.
 - d. Temporary Construction Entrance: Measurement will be by the cubic yard of material furnished and installed on the Project.
 - e. Rolled Erosion Prevention Products: Payment will be by type installed. Measurement will be by square yard.
 - f. Mulch: Measurement will be by the acre of material installed.
 - g. Temporary Hydraulic Matrix: Measurement will be by the acre of material installed.
 - h. Filter Berm: Payment will be by type. Measurement will be by the linear foot.
 - i. Sediment Control Logs: Payment will be by type. Measurement will be by the linear foot.
 - j. Sediment Trap: Shall be considered incidental to the Project.
 - k. Temporary Slope Pipe: Measurement will be by the linear foot. Payment shall include rip rap used to provide an outlet.
 - l. Bale Barrier: Measurement will be by the linear foot.
 - m. Flocculants and Polyacrylamides: Measurement will be by dry weight in pounds based on tickets submitted to the Engineer.
 - n. Flocculant Sock: Measurement will be by the each.

- o. Rapid Stabilization Methods:
 - 1) Method 1 and 2: Measurement will be by the acre.
 - 2) Method 3: Measurement will be by the 1,000 gals.
 - 3) Method 4: Measurement will be by the square yard.
 - 3. Bid Form for Street Sweeper With Operator and Skidsteer (Bobcat) With Operator:
Measurement shall be by the hour of equipment use, based on the actual amount of time spent cleaning street surfaces. However, if the Contractor is careless in their construction operations, they will be required to clean and sweep streets at their own expense. Payment at the Unit Price shall be considered complete compensation for all work associated with the cleaning, including water as directed by Engineer, and disposal of collected materials:
 - a. Anticipate multiple mobilizations to perform this work.
 - 4. Erosion Control Supervisor throughout the duration of the project: No measurement will be made of the various duties performed or of the number of hours required, but all such work will be construed to be included in the lump sum payment, half to be paid after 50-percent of the project is complete and the remainder at closeout of the project. The bid item is for providing an Erosion Control Supervisor to perform all duties as described in Paragraph 1.05.A.
 - 5. Water for Dust Control: Measurement will be per 1,000 gallons (MGAL) applied. Payment will constitute compensation in full for all Work and costs to furnish and apply the water. This Bid Item is intended to pay for water used for dust control only and only at those times that it is requested by either the Engineer or Owner.
 - a. Water used for the construction of the streets will be considered incidental to the Project.
 - 6. When the contract Bid Item requires maintenance, partial payment for installation will be made no greater than 50-percent of the contract unit price. The remaining partial payment will be made after maintenance and final acceptance by the Engineer.
 - 7. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.
- B. Related Sections:
- 1. Section 01 33 00 - Submittal Procedures.
 - 2. Section 32 92 00 - Turf and Grasses.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.):
- 1. 1717 - Air, Land, and Water Pollution.
 - 2. 2573 - Storm Water Management.
 - 3. 2575 - Establishing Vegetation and Controlling Erosion.
 - 4. 3733 - Geosynthetic Materials.
 - 5. 3882 - Mulch Material.
 - 6. 3884 - Hydraulic Erosion Control Products.
 - 7. 3885 - Rolled Erosion Prevention Products.
 - 8. 3886 - Silt Fence.
 - 9. 3887 - Flotation Silt Curtain.
 - 10. 3890 - Compost.
 - 11. 3892 - Temporary Slope Pipe Drain.

12. 3897 - Sediment Control Log.
13. 3898 - Flocculants.
14. 3911 - Calcium Chloride.
15. 3912 - Magnesium Chloride Solution.
16. MPCA's NPDES General Stormwater Permit for Construction Activity.

1.04 SUBMITTALS

- A. MPCA's NPDES General Stormwater Permit for Construction Activity (MN R100001):
 1. NPDES permit inspection log resulting from weekly Site inspections will be prepared by the Contractor and submitted to the Engineer on a weekly basis.
 2. Amendments to the Stormwater Pollution Prevention Plan (SWPPP) for the Project.
 3. Completed form for MPCA's Notice of Termination, in conjunction with Owner.
 4. Provide documentation of certifications for Erosion Control Supervisor and Certified Installers that will be on this project.
- B. Contractor Prepared Schedules and Plans:
 1. Erosion and Sediment Control Schedule: Conforming to MnDOT Spec. 1717.2.B and submitted each week that construction is active.
 2. Site Management Plans in conformance with MnDOT Spec. 1717.2.C:
 - a. Submitted when requested by the Engineer.
 - b. Site plans prepared by Contractor will indicate Contractor operations, erosion and sediment control measures, and a schedule of starting and completion times.
- C. Certification and Sampling:
 1. Furnish a manufacturer's certification stating that the material supplied conforms to the requirements of this Section. The certification shall include or have attached typical results of tests for the specified properties, representative of the materials supplied.

1.05 QUALITY ASSURANCE

- A. Erosion Control Supervisor: Provide an Erosion Control Supervisor with a valid Minnesota Construction Site Management certification, or approved equal, authorized to represent the Contractor on matters pertaining to Erosion and Stormwater Management, work in public waters and be available to the work site within 24 hours of initial disturbance and daily when work is taking place until final stabilization. The following list describes the duties of the Erosion Control Supervisor:
 1. Implements the quality control program.
 2. Ensures proper installation, functionality, and maintenance, clean-up, and removal of all erosion and sediment control Best Management Practices (BMP's) and in accordance with manufacturer's recommendations.
 3. Implements the erosion and sediment control schedule.
 4. Coordinates the work of subcontractors and ensures the full execution of erosion and sediment control measures for each operation and stage of the work.
 5. Oversees the work of subcontractors and ensures the subcontractors undertake erosion and sediment preventative measures at each stage of the work.
 6. Prepares the required weekly erosion control schedule and inspections with the dates and times.

7. Attends construction meetings to discuss the erosion control schedule and inspections.
 8. Prepares the erosion and sediment control Site Management Plans as required by the contract or as directed by the Engineer.
 9. Provides for erosion and sediment control methods for temporary work not shown on the plans.
 10. Ensures effective preventative BMP's are in place, recommends changes to the SWPPP for the Engineer's approval, and amends the SWPPP to document changes.
 11. Ensures acquisition of and compliance with applicable permits for borrow pits, dewatering, and temporary work in rivers, lakes, and streams.
 12. Ensures the full installation of erosion and sediment control before suspension of the work.
 13. Coordinates with federal, state, and local regulatory agencies on resolution of erosion and sediment control issues resulting from the work.
 14. Ensures that proper clean-up occurs from vehicle tracking on paved surface locations where sediment leaves the project.
 15. Ensures daily compliance with environmental laws, permits, and SWPPP narrative requirements.
 16. Ensures the certification of installers for operations in accordance with Paragraph 1.05.B.
- B. Certified Installers: Provide at least one certified installer with a valid certification obtained through the University of Minnesota Erosion Control Inspector/Installer Certification program, or approved equal to install or direct installation of erosion or sediment control practices as listed below:
1. Seeding.
 2. Sodding.
 3. Mulching.
 4. Silt Fence or other perimeter sediment control device installations.
 5. Rolled Erosion Control Practices (RECP) installation.
 6. Hydraulic erosion control product installation.
 7. Silt curtain installation.
 8. Ditch check installation.
 9. Compost installation.

If the Contractor fails to provide the required certified installer, the Engineer may reject the work as unauthorized.

- C. If the Project disturbs 1 or more acres of total land area, Co-submittal with the Owner of a completed NPDES application form for the MPCA's General Stormwater Permit for Construction Activity and the appropriate fees to the MPCA is required. Engineer will complete the online application and fees will be paid as described in Section 01 31 00.

1.06 SEQUENCING AND SCHEDULING

- A. Install sediment control measures prior to grading activities.
- B. Schedule and coordinate the Work so that permanent erosion and sediment control BMPs, such as basin construction, rip rap placement, and permanent seeding, are directly incorporated into the supplement permanent erosion and sediment control BMPs with temporary BMPs. Place temporary BMPs when permanent erosion control cannot be achieved. Coordinate construction

operations so that erosion and sediment control measures (permanent or temporary) are installed and maintained concurrently with the rest of the Work of the Project.

- C. Coordinate and schedule the Work of subcontractors such that erosion and sediment control measures are fully executed for each operation and in a timely manner over the duration of the Project. Develop a chain of responsibility for all subcontractors and operators on the Project to ensure that permit provisions are adhered to.
- D. Infiltration areas and constructed infiltration systems should not be constructed until the contributing drainage area and/or adjacent construction has been completely stabilized. When this timing of construction is not possible, ensure sediment from exposed soil areas of the Project does not enter into the infiltration area or system.
- E. Stabilization timeframes shall conform to the NPDES General Stormwater Permit for Construction Activity.
- F. Perform weekly and post-rainfall event inspections in accordance with the NPDES permit.
 - 1. Complete and submit the required weekly inspection log.
- G. Prior to Project shutdown for the winter or other periods of a week or more, adequately protect Site from erosion and off site damage by covering exposed soils with mulch and establishing perimeter controls.
- H. If the Contractor fails to install erosion or sediment measures, the Engineer may withhold payment from related work until the control measures are undertaken by the Contractor:
 - 1. When the Contractor fails to conduct the quality control program, does not conduct the inspection required in the NPDES permit, or fails to take action ordered by the Engineer to remedy erosion or sediment control problems, the Engineer shall issue a Written Order to the Contractor.
 - 2. Respond within 24 hours with sufficient personnel, equipment, materials, and conduct the required Work or be subject to a \$1,000 per calendar day deduction for noncompliance.
- I. Establish permanent turf in accordance with Section 32 92 00 to prevent excessive soil erosion.
- J. Multiple mobilizations will be required for the various erosion and sediment control items.
- K. Silt fence shall be removed prior to project closeout and final acceptance.

PART 2 PRODUCTS

2.01 SILT FENCE: Conform to MnDOT Spec. 3886.2.

- A. Machine sliced in accordance with Standard Detail Plate ERO-1.
- B. Heavy Duty in accordance with Standard Detail Plate ERO-3.
- C. Delete MnDOT Spec. 3886.1. Pre-assembled (PA) silt fence.

2.02 TEMPORARY CONSTRUCTION ENTRANCE

- A. Construction Entrance: Conform to Standard Detail Plate ERO-12:
 - 1. Rock Entrance:
 - a. 2 inches minimum clear/washed rock.
 - b. Underlying Geotextile: Conform to MnDOT Spec. 3733, Type 5.
 - c. Minimum Thickness of Rock Placed: 6 inches.
 - 2. Wood Slash Mulch Construction Entrance:
 - a. Raw wood slash only. No chipped-up manufactured wood or chemically treated wood is allowed.
 - b. Splinter material to an average approximate length of 6 inches with a maximum length of 20 inches. Bark and wood splinters less than 2 inches long shall not exceed 20 percent by mass of the material.
 - c. Underlying Geotextile: Conform to MnDOT Spec. 3733, Type 5.
 - d. Minimum Thickness of Mulch Placed: 18 inches.

2.03 MULCH: Conform to MnDOT Spec. 3882.

- A. Type 1, clean grain straw only. Project specific, refer to MnDOT Spec. for options.
- B. Hydraulic erosion control products may be used in lieu of mulch with the approval of the Engineer.

2.04 HYDRAULIC EROSION CONTROL PRODUCTS (HECPs)

- A. Hydraulic Matrix:
 - 1. Mulch: Conform to MnDOT Spec. 3884.2.B.2.
 - 2. To be used as part of the Temporary Hydraulic Matrix Bid Item with no seed.

2.05 ROLLED EROSION PREVENTION PRODUCTS

- A. Conform to MnDOT Spec. 3885.

2.06 STORM DRAIN INLET PROTECTION

- A. Inlet protection for paved streets with concrete curb and gutter: The following methods are acceptable:
 - 1. Conform to the details on the Drawings.
 - 2. Catch Basin Inserts:
 - a. Road Drain by Wimco, LLC (www.roaddrain.com), in accordance with Standard Detail Plate ERO-9, or approved equal.
 - b. Filter bag insert subject to Site and approved by the Engineer.
- B. Inlet protection for non-paved surfaces without curb or areas where vegetation will be established. The following methods are acceptable:
 - 1. Conform to the details on the Drawings.
 - 2. Silt fence box: conform to Standard Detail Plate ERO-7 and ERO-10, or approved equal.
 - 3. Sediment control inlet hat:
 - 4. InfraSafe Sediment Control Barrier by Royal Enterprises (<http://www.royalenterprises.net/>).

5. Rock filter: conform to Standard Detail Plate ERO-8.

2.07 SEDIMENT CONTROL LOGS:

A. Conform to MnDOT Spec. 3897.

2.08 FILTER BERMS

A. Conform to MnDOT Spec. 2573.3.F.4 and details in Drawings.

2.09 BALE BARRIERS

A. Conform to MnDOT Spec. 2573.3.C.

B. All bales shall be either bound with wire or tied with nylon string.

C. Hardwood stakes shall be 1-1/2 inches by 1-1/2 inches by 36 inches.

2.10 FLOATATION SILT CURTAIN

A. Conform to MnDOT Spec. 3887.

B. Curtain depth shall extend to the bottom of the water body.

2.11 DUST CONTROL

A. Water clear and free from suspended fine sediment.

2.12 TEMPORARY SLOPE PIPE DRAIN:

A. Conform to MnDOT Spec. 3892 and detail in Drawings.

2.13 TEMPORARY SEED

A. Conform to Section 32 92 00.

2.14 DEWATERING SEDIMENT CAPTURE

A. General – Sizing, configuration, capacity, and selection of dewatering sediment capture techniques shall be based on Site and flow conditions. Submit the means and methods for review by the Engineer. Sizing of the sediment capture systems will have to be adjusted such that the ultimate discharge water is not visibly different from the receiving water.

2.15 FLOCCULANTS:

A. Conform to MnDOT Spec. 3898.

2.16 EQUIPMENT

- A. Street sweeper with mechanism for picking up and containing sweepings. Power broom will not be allowed. The Street Sweeper shall have the minimum bristle length as recommended by the manufacture.
- B. Skidsteer (bobcat) to assist in street sweeping.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with all applicable laws, ordinances, regulations, permit requirements, orders and decrees pertaining to erosion/sediment control and stormwater discharge during the conduct of the Work.
- B. Take necessary precautions against damage to the Project by action of the elements.
- C. Implement the Project's NPDES Stormwater Pollution Prevention Plan (SWPPP) and take necessary actions to prevent off Site damage resulting from Work conducted on the Project or Project related stormwater runoff.
- D. Minimize the amount of disturbed land that is susceptible to erosion at any time. Delineate areas not to be disturbed:
 - 1. Exclude vehicles and construction equipment from area not to be disturbed to preserve natural vegetation.
 - 2. Maintain and preserve riparian and naturally vegetated buffer strips (10 feet minimum distance) along water courses.
- E. Restore all disturbed areas that have not had construction activity for more than 14 calendar days with temporary hydraulic matrix. All costs related to furnishing and installing the temporary hydraulic matrix will be considered incidental to the Project, unless a Bid Item has been provided for it and direction has been given by the Engineer.
- F. Street sweeping operations must include the application of water to effectively remove fine materials from pavement areas, as directed by the Engineer. The appropriate amount of water shall be applied to eliminate dust as part of the sweeping operations.

3.02 INSTALLATION

- A. General: Install temporary stormwater management and sediment control devices in conformance with the details, typical sections, and elevations shown on the Drawings.
- B. The location of temporary stormwater and sediment control devices may be adjusted from that shown on the Drawings to accommodate actual field conditions and increase the effectiveness of the installation.
- C. Silt Fence: Conform to MnDOT Spec. 2573.3.B:

1. Install in the locations shown on the Drawings using the machine sliced installation method, unless directed otherwise by the Engineer.
 2. Use additional measures, such as rock aggregate, placed along the base of the silt fence where the silt fence geotextile cannot be trenched in, i.e. tree roots, frost, bedrock.
 3. Use short sections of silt fence placed in J-hook patterns to:
 - a. Supplement the perimeter silt fence at corner locations and areas where sediment deposition will occur. No more than 100 feet of silt fence shall be installed per 1/4 acre of drainage.
 - b. Break up flow path along silt fence running across contours to be no more than 100 feet between hooks or as directed by the Engineer.
 4. Silt fence longer than 600 feet shall be constructed in separate independent units with each unit having a length less than 600 feet. Avoid splices whenever possible. If necessary, make splices at an opposing fence post and according to the manufacturer's specifications.
- D. Temporary Construction Entrance:
1. Install at locations shown on the Drawings.
 2. Construct construction entrance before grading begins on the Site.
 3. Inspect construction entrance daily for mud accumulation to minimize vehicle tracking of sediment onto public roadways. Remove fugitive rock or wood mulch from adjacent roadways daily.
- E. Mulch:
1. For seeded Sites, apply at a rate of 2 tons per acre (4,500 kg/ha).
 2. For unseeded Sites, apply at a rate of 2 to 3 tons per acre (4,500 to 6,700 kg/ha), covering the entire soil surface.
 3. Distribute mulch evenly by hand or machine and cover the exposed area to a uniform depth.
 4. Disk anchor in conformance to MnDOT Spec. 2575.3.D.
 5. Anchor mulch immediately to minimize loss by wind or water.
- F. Temporary Hydraulic Matrix:
1. Apply in conformance with Section 32 92 00 and MnDOT Spec. 2575.3.E, but without seed.
- G. Slope (Cat) Tracking:
1. Slope tracking consists of operating a dozer up and down slopes so that the cleats of the tracks create grooves perpendicular to the slope. By operating the dozer up and down, the soil surface is firmed and miniature interceptor checks are created.
 2. Required on all slopes equal to or steeper than 3:1 (H:V).
- H. Rolled Erosion Prevention Products:
1. Install immediately following seeding in accordance with MnDOT Spec. 2575.3.G, and as modified below.
 2. Install per Detail Plate ERO-5 and as shown on the Drawings.
 3. Raking or harrowing of soil/seed shall be done before installation of erosion control blanket.
 4. Install blanket parallel to the direction of flow.
 5. If permanent seeding is not available at the time of blanket installation, this material will have to be removed, re-seeded, and installed again as a permanent erosion control measure. If permanent seeding is available at the time of initial installation, a one-time proper installation is acceptable.

- I. Storm Drain Inlet Protection:
 - 1. Provide effective storm drain inlet protection over the life of the Project until all sources with potential for discharging to inlets have been paved or stabilized.
 - 2. Place devices so that driving hazards or obstructions are not created. The devices must be cleaned out regularly and all devices must have an emergency overflow to reduce flooding potential.
- J. Temporary Sediment Basins:
 - 1. Sediment basins shall be excavated as a first priority when grading begins on the Project. The location and outlet configuration are shown on the Drawings.
- K. Temporary Sediment Traps:
 - 1. Temporary sediment traps are excavated in conjunction with other grading activities. Temporary traps are approximately 2 feet or less in depth with a length to width ratio of 1:2.
 - 2. Effectiveness of sediment traps can be increased by placing a rock weeper at the outlet.
- L. Temporary Diversion Berm:
 - 1. Temporary diversion berm shall be installed at locations shown on the Drawings. The berm shall be located to minimize damage by construction operations and traffic.
 - 2. Temporary diversion berm shall be installed as a first step in the land-disturbing activity and must be functional prior or in conjunction with upslope land disturbance.
 - 3. The berm shall be adequately compacted to prevent failure.
 - 4. Temporary or permanent seeding and mulch shall be applied to the berm immediately following its construction.
- M. Temporary Slope Pipe Drains:
 - 1. When temporary down drains are placed on fill slopes, a temporary earth berm or sandbag barrier shall be constructed as necessary to guide water into the drain.
 - 2. The inlet of a drain and berm system must be properly constructed to channel water into the temporary drain.
 - 3. All temporary drains shall be adequately anchored to the slope to prevent disruption by the force of the water flowing into the drain:
 - a. If the drain consists of plastic pipe, it must be securely anchored to the ground.
- N. Filter Berm:
 - 1. Install in accordance with MnDOT Spec 2573.3.E and as detailed in Drawings.
- O. Floatation Silt Curtain:
 - 1. Floatation silt curtain shall be installed in locations shown on the Drawings and according to the manufacturer's specifications:
 - a. "Anchor" and secure to prevent any material from passing beneath, over, around, or through the barrier.
 - b. Provide sufficient slack to permit the curtain to rise to the maximum expected high water level, including wave action, without being overtopped and still be in continuous contact with the bottom.
 - 2. Place floatation silt curtain as close to the shoreline or work area as possible. Flotation silt curtain shall not be placed across flowing rivers, streams, drainage ditches, or across culvert inlets or outlets.

P. Rapid Stabilization:

1. Work to be performed under non-schedulable situations requiring rapid stabilization of small critical areas within 200 feet of surface waters to comply with permit requirements.
2. Methods per MnDOT Spec. 2575.3.M with Seed Mix 22-111.

3.03 MAINTENANCE

A. Conform to MnDOT Spec. 2573.3.A, NPDES permit, and as follows:

1. Inspect, maintain, and repair any washouts or accumulations of sediment that occur as a result of the grading or construction. Restoration consists of grade repair, turf re-establishment, and street sweeping of mud and debris tracked from the Site.
2. Inspection of all erosion and sediment control items will take place immediately after each runoff event and at least daily during prolonged rainfall. Make any required repairs immediately.
3. Maintain the temporary sediment control devices until they are no longer necessary and are removed:
 - a. Maintenance consists of keeping the devices functioning properly.
 - b. Repair or replace plugged, torn, displaced, damaged, or non-functioning devices.
4. Upon final acceptance of the Project and establishment of permanent erosion control measures, remove all temporary erosion control measures:
 - a. Catch basin protection becomes property of Contractor.
5. Temporary mulching and temporary seeding/mulching are very effective at controlling erosion. However, these are considered temporary measures. These measures may need to be re-established several times throughout the duration of the Work.
6. Floatation silt curtain shall remain in place until such time that water contained within is free from turbidity:
 - a. Remove curtain within 72 hours after this determination has been made.
 - b. At the completion of the Project, remove floatation silt curtain in such a manner so as to minimize release of sediment adhering to the turbidity curtain.

B. Sediment Removal: Conform to MnDOT Spec. 2573.3.P:

1. Remove sediment from erosion control devices when sediment reaches one-third of the height of the devices, restore such features to their original condition.
2. Established areas disturbed by the removal of sediment, will require finish grading and restoration with in-kind materials, such as area disturbed as part of silt fence removal. This work shall be considered incidental to the specific bid item.

C. Control dust blowing and movement on Site and roads as directed by Engineer to prevent exposure of soil surfaces, to reduce on and off site damage, to prevent health hazards, and to improve traffic safety.

END OF SECTION

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SECTION 01 70 00
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Requirements for overall execution of the Work and closeout of the Contract for Final Payment.
- B. Measurement and Payment:
 - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.02 SUBMITTALS

- A. Submit the following items consistent with the Conditions of the Contract and Division 01 Sections:
 - 1. Written Notification of Substantial Completion.
 - 2. Executed Certificate of Substantial Completion.
 - 3. Written Notification of Final Completion.
 - 4. Spare Parts, Operation and Maintenance Manuals, instructions, schedules, warranties, guarantees, Bonds, certificates, certificates of inspection, and other documents.
 - 5. Final Application for Payment, including accompanying documentation.
 - 6. IC-134 Forms.
 - 7. Lien Waivers.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Acceptance of Conditions: By commencing Work, Contractor construes acceptance of the adjacent work as satisfactory to receive subsequent work.
- B. Existing Conditions: Before commencing Work, inspect work completed by others that is adjacent to Work. If adjacent conditions prevent completion of Work, Contractor will not commence Work until the conditions are corrected.
- C. Inspect each product immediately prior to installation. Remove damaged products from Site.

3.02 GENERAL INSTALLATION REQUIREMENTS

- A. Comply with the manufacturer's instructions for installation of manufactured products to the extent that these instructions are applicable and more explicit or more stringent than requirements indicated in the Contract Documents.
- B. Secure Work true to line and level, within recognized industry tolerances, with anchorage devices designed and sized to withstand stresses, vibration, and rocking. Allow for expansion and movement of building.
- C. Install each element of work during weather conditions and Project status to ensure coordination of the Work. Isolate each element of work from incompatible work as necessary to prevent deterioration.
- D. Record installation details and prepare Record Documents consistent with the General Conditions.

3.03 SITE MAINTENANCE

- A. Maintain stockpiles, excavations, access roads, and all other work areas free from dust. Employ dust abatement techniques whenever a dust nuisance or hazard occurs, or as directed by Engineer. Comply with local ordinances.
- B. Protect hazardous work areas and hazardous material storage areas.
- C. Protect trees, unless specifically indicated on Drawings.
- D. Clean access roads and haul routes with mechanical street sweeper.
- E. Maintain and repair any damage to haul roads. Maintenance shall include, but not be limited to, the following: blading, patching, signing, graveling and dust control. This work will be at the Contractor's expense, without any direct compensation being made other than the payment received for Contract items.
- F. If Contractor fails to maintain Site, Engineer will provide Written Notice of Contractor's defective Work. Contractor will be given 12 hours from the Notice to clean Site. After the 12 hour period, Owner may correct the defective Work.

3.04 CLEANING AND PROTECTION

- A. Clean and protect Work in progress and adjoining Work during handling and installation. Apply protective covering on installed Work where it is required to ensure freedom from damage or deterioration.
- B. Clean and perform maintenance as frequently as necessary throughout construction period. Adjust and lubricate operable components to ensure operability without damage effects.

3.05 CUTTING AND PATCHING

- A. Complete all cutting, fitting, and patching as necessary to join the new Work to existing conditions.
- B. Remove or cut existing work only as necessary to join the new work to the existing construction or as required by the Contract Documents.
- C. Patch defective and incomplete surfaces caused or exposed by Work of the Project.
- D. Repair any damage to existing conditions and patch to match.
- E. Existing construction designated by the Contract Documents to remain that is loosened, cracked, or otherwise damaged or defaced beyond repair as a result of Work by the Contractor will be considered unsuitable for the use intended and shall be removed and replaced by the Contractor.

3.06 CERTIFICATE OF COMPLIANCE WITH MINNESOTA STATUTES 290.92 AND 290.97

- A. Upon completion of the Project and prior to Final Payment, the Contractor and all subcontractors shall complete Minnesota Department of Revenue Revised Form IC-134. This form, Affidavit for Obtaining Final Settlement of Contract with the State of Minnesota and any of its Political or Governmental Subdivisions, is to be signed by a Department of Revenue representative and forwarded to the Owner. Copies of this form can be obtained by writing to the Minnesota Department of Revenue, Forms Section, Mail Station 1173, St. Paul, MN 55146-1173 or by calling (651) 296-4444.

END OF SECTION

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SECTION 02 41 13
SELECTIVE SITE DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Complete or partial removal and disposal or salvage of at grade, above grade, and below grade structures and miscellaneous items.
- B. Related Sections:
 - 1. Section 31 23 00 - Excavation and Fill.
 - 2. Section 32 13 14 - Concrete Walks, Medians, and Driveways.
 - 3. Section 32 16 13 - Concrete Curb and Gutters.
 - 4. Section 32 17 23 - Pavement Markings.
 - 5. Section 33 05 06 - Trenching and Backfilling.
 - 6. Section 33 05 18 - Adjust Miscellaneous Structures.
 - 7. Section 33 10 00 - Water Utilities.
 - 8. Section 34 41 05 - Traffic Signs and Devices.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Payment at the Bid Unit Price will be considered compensation in full for all Work necessary to complete the Bid Item in full, including removal, salvage, storage, disposal, and reinstallation.
 - 2. Measurement will be based upon the units as listed below for items removed, abandoned, or salvaged complete as specified. No measurement will be made of any removals that are not required. The actual quantity removed multiplied by the appropriate Bid Unit Price will be compensation in full for all Work and costs of the following Bid Items:
 - a. Sawing Concrete Pavement and Sawing Concrete Driveway Pavement: Per lineal foot along the saw cut line as staked, regardless of thickness.
 - b. Sawing Bituminous Pavement (Street or Trail) and Sawing Bituminous Driveway Pavement: Per lineal foot along the saw cut line as staked, regardless of thickness.
 - c. Remove Bituminous Street Pavement: Per square yard without regard to thickness, including integral bituminous curb if applicable.
 - d. Remove Bituminous Trail and Remove Bituminous Driveway Pavement: Per square yard without regard to thickness.
 - e. Remove Bituminous Wedge: Per square yard of bituminous wedge removed, regardless of thickness.
 - f. Mill Bituminous Pavement: Per square yard, according to depth, including off-site disposal.
 - g. Remove Concrete Pavement: Per square yard without regard to thickness.
 - h. Remove Concrete Sidewalk or Pedestrian Ramp: Per square foot without regard to thickness.
 - i. Remove Concrete Valley Gutter: Per square yard without regard to thickness.

- j. Remove Concrete Curb and Gutter: Per linear foot, regardless of type.
 - k. Remove Concrete Driveway Pavement: Per square yard without regard to thickness.
 - l. Remove Concrete Spillway: Per square yard without regard to thickness.
 - m. Remove Concrete Median: Per square yard, without regard to thickness.
 - n. Remove Valve and Box: Per each.
 - o. Remove Hydrant: Per each.
 - p. Remove Catch Basin or Manhole: Per each. Regardless of size of structure. Granular material is incidental to the removal.
 - q. Remove Retaining Wall: Per square yard, measured to existing ground level.
 - r. Remove Pipe or Culvert: Per linear foot of the size and type specified, measured from center of junction fittings, catch basins, or manholes, and will include the length of any aprons.
 - s. Remove Trash Guard from Flared End Section: Per each, according to size and type.
 - t. Remove Sign and Post, Signpost, or Barricade: Per each.
 - u. Remove Pavement Markings: Per linear foot, regardless of type or size.
 - v. Remove Pavement Messages: Per each, regardless of type or size.
 - w. Remove and Replace Concrete items: Various Bid Items have been provided in Sections 32 13 14 and 32 16 13.
 - x. Abandon Pipe: Per linear foot according to size of pipe, measured from center of junction fittings, catch basins, or manholes, and will include bulk heading and filling the pipe with lean mix backfill.
 - y. Abandon Structure: Per each, regardless of size of structure, and will include furnishing and installing granular material and removal of casting, adjusting rings and top section from Site.
 - z. Salvage and Reinstall Fence: Per linear foot of the type specified.
 - aa. Salvage and Reinstall Pipe or Culvert: Per linear foot of the type and size specified.
 - bb. Salvage and Reinstall Flared End Section: Per each of the size specified.
 - cc. Salvage and Reinstall Sign: Per each. Payment will include all hardware required to reinstall sign.
 - dd. Salvage and Reinstall Sign and Post: Per each
 - ee. Salvage and Reinstall Mailbox: Per each. Payment will include all costs to salvage and re-install the mailbox, including similar footing.
 - ff. Salvage and Reinstall Community Mailbox: Per each. Payment will include all costs to salvage and reinstall the mailbox and removal of existing concrete pad. A separate bid item has been provided for 6 Inch Concrete Mailbox Pad.
 - gg. Temporary Mailbox: Per each. Payment will include all costs to furnish and install a temporary mailbox at a temporary location as determined by the Engineer in the field.
 - hh. Salvage and Reinstall Permanent Barricade: Per each, including sign panel.
 - ii. Salvage and Reinstall Hydrant: Per each.
 - jj. Salvage and Reinstall Valve and Box: Per each, according to size & type.
 - kk. Salvage and Reinstall DIP: Per linear foot, according to size. Sawcutting and removing any extra pipe that is not needed at the new hydrant location will be considered incidental.
3. Homeowners will be responsible for removing irrigation, landscaping, fences, etc. within the right-of-way that are in conflict with the proposed construction of the final street improvements.
4. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation “Standard Specifications for Construction” 2020 Edition (MnDOT Spec.):
 - 1. 2104 – Removing Pavement and Miscellaneous Structures.
 - 2. 2520 – Lean Mix Backfill.

1.04 DEFINITIONS

- A. Remove: To take away or eliminate from the Site by any method selected by the Contractor, including disposal of material.
- B. Salvage: To dismantle, disassemble, or remove carefully without damage so the item can be re-assembled, replaced, or reused in a workable condition equal to that existing before removal.
- C. Abandon: To fill, bulkhead, or close off pipes and structures so that no settlement or flow can occur.

1.05 REGULATORY REQUIREMENTS

- A. Conform to MnDOT Spec. 2104.3.C, with the following modifications:
 - 1. Dispose of all materials designated for removal outside the Site at locations selected by Contractor.
 - 2. Stockpile or temporarily store materials designated for salvage at locations provided by Contractor.

1.06 SCHEDULING

- A. Prior to starting Work, submit for review by the Engineer and approval by the Owner, a schedule showing the commencement, order, and completion dates of the various parts of this Work.
- B. Install temporary erosion control, construction fence, barriers, and warning signs prior to removals.
- C. Fill holes or depressions resulting from removal or salvage immediately.
- D. Complete the remove and replace concrete curb or sidewalk to allow access to driveway within 7 calendar days, beginning on the day of the removals, or per applicable Milestones in Section 00 52 10, Paragraph 4.02.
- E. Provide temporary surface restoration for traffic continuity where removal or salvage operations are completed within streets, driveways, or parking lots.

PART 2 PRODUCTS

2.01 LEAN MIX BACKFILL:

- A. Conform to MnDOT Spec. 2520.

PART 3 EXECUTION

3.01 GENERAL

- A. Dispose of all items removed, except for those items identified to be salvaged or recycled. Said disposal shall be in accordance with all laws, regulations, statutes, etc.
- B. Protect all sawcut edges. Where sawn edge is damaged, the Contractor shall recut sawn edge, remove damaged material, and replace damaged material at no expense to the Owner.
- C. Perform removal work without damage to adjacent retained work. Where such Work is damaged, patch, repair, or otherwise restore same to its original condition at no expense to the Owner.
- D. Remove debris from the work area as often as necessary, but not less than at least once at the end of each workday. Debris shall be placed in approved containers to prevent the spread of dust and dirt.
- E. Execute the Work in a careful and orderly manner with the least possible disturbance to the public and occupants of buildings.
- F. The Contractor shall notify Engineer immediately if existing street lighting wire is exposed during removal operations.
- G. Fill holes resulting from removals consistent with Section 31 23 00.
- H. Remove and replace damaged curb as directed by the Engineer.
- I. Remove 10 feet of concrete curb and gutter on each side of the catch basin that are adjusted, as directed by the Engineer.

3.02 EXAMINATION

- A. Meet with owners of signs to determine requirements for salvage, storage, and replacement.
- B. Develop plan acceptable to Engineer and postal service for maintaining mail service. Temporary relocations of mailboxes will be necessary.

3.03 PROTECTION

- A. Take all necessary precautions to adequately protect personnel and public and private property in the areas of Work. All Site fencing shall be in place prior to the start of any removal work.
- B. Remove, store safely, and replace all street signs, traffic control signs, guy wires, mailboxes, posts, wood fence, etc. that may interfere with construction.
- C. Provide approved barriers or warning signs as necessary.
- D. Provide and maintain temporary protection of existing structures designated to remain where removal work is being done, connections made, materials handled, or equipment moved.

- E. Do not close or obstruct walkways or roadways. Do not store or place materials in passageways or other means of egress. Conduct operations with minimum traffic interference.
- F. Take reasonable precautions to limit damage to existing turf.
- G. Holes or depressions created by removals shall not be left open for more than 1 day. Any hole within 10 feet of sidewalks shall be filled, suitably marked, or covered immediately.
- H. Avoid disturbance to any material beyond the limits required for new construction.

3.04 SAWING PAVEMENT

- A. Concrete Pavement: Saw along the removal line to full depth of the existing concrete prior to removal of the pavement.
- B. Bituminous Pavement: Saw along the removal line to the full depth of the pavement prior to removal of the pavement.
- C. Provide means and method (such as snapping a chalk line) to establish a straight and uniform sawed line.

3.05 REMOVE CONCRETE PAVEMENT

- A. Remove in accordance with MnDOT Spec. 2104.3.C, except as modified below:
 - 1. Saw cut concrete pavement and concrete base prior to mechanical pavement removal equipment. Remove concrete in such a manner that the remaining pavement is not damaged.
 - 2. Prior to restoring trench areas, the edges of the trench shall be trimmed back to a vertical face on a straight line which is parallel with the centerline of the trench.

3.06 REMOVE BITUMINOUS PAVEMENT

- A. Remove in accordance with MnDOT Spec. 2104.3.C, except as modified below:
 - 1. Saw cut bituminous pavement at the removal limits prior to that removal, unless otherwise approved by the Engineer.
 - 2. Remove bituminous in such a manner that the remaining surfacing is not damaged.
 - 3. Prior to restoring trench areas, the edges of the trench shall be trimmed back to a vertical face on a straight line which is parallel with the centerline of the trench.
 - 4. If a reclamation process is used to remove pavement, the resulting reclaimed material could contain diesel range organics (DRO) which must be disposed of in accordance with MPCA requirements.

3.07 REMOVE CURB AND GUTTER

- A. Excavation of the existing boulevard material to allow for the placement of the new concrete curb and gutter, and specified depth of topsoil/compost shall be considered incidental to the concrete curb removal Bid Item.
 - 1. This will include stripping and disposing of 6 inches of existing vegetation for 6 feet (full curb) or 2 feet (spot curb).

- a. In the full curb area, boulevard trees will need to be worked around and protected per the Engineer's direction.
- B. Saw cut at removal limits.
- C. Limits of removal may vary in length (5 feet minimum) and may be in multiple locations.

3.08 PAVEMENT MILLING

- A. Bituminous:
 - 1. Saw cut at removal limits prior to milling process.
 - 2. Mill bituminous surface to the depth specified as shown on the Drawings or as directed by the Engineer. The milled surface shall be uniform and consistent, with minimal depth of grooves.
 - 3. Dispose of millings at an approved off-site disposal location.
 - 4. Sweeping with pickup broom or vacuum clean the milled surface shall be incidental to the milling process. Perform sweeping until milled surface is accepted by the Engineer.
- B. Concrete:
 - 1. Mill surface to the depth specified as shown on the Drawings or as directed by the Engineer.
 - 2. Dispose of millings at an approved off-site disposal location.
 - 3. Sweeping with pickup broom and cleaning the milled surface shall be incidental to the milling process.

3.09 REMOVE CONCRETE SURFACING

- A. Work includes sidewalks, pedestrian ramps, medians, valley gutters, and driveways.
- B. Saw cut concrete surfacing prior to removal.
- C. Remove concrete in such a manner that the remaining surfacing is not damaged.
- D. When removing existing sidewalks, do not disturb any material beyond the limits required for new construction (assumed as 6 inches maximum beyond and 8 inches maximum below existing grade).
- E. When removing existing driveways, do not disturb any material beyond the limits required to form for new construction (assumed 12 inches maximum from the back of new Work and 6 inches beyond the edge of new driveways).
- F. Prior to restoring trench areas, the edges of the trench shall be trimmed back to a vertical face on a straight line which is parallel with the centerline of the trench.

3.10 REMOVE BITUMINOUS TRAILS AND DRIVEWAYS

- A. Saw cut bituminous surfacing to full depth at the limits of partial removal prior to that removal, unless otherwise approved by the Engineer.
- B. Remove bituminous in such a manner that the remaining surfacing is not damaged.

- C. Prior to restoring trench areas, the edges of the trench shall be trimmed back to a vertical face on a straight line which is parallel with the centerline of the trench.
- D. When removing existing trails and driveways, do not disturb any material beyond the limits required to form for new construction (assumed 12 inches maximum from the back of new work and 6 inches beyond the edge of new driveways).

3.11 REMOVE BITUMINOUS WEDGE

- A. Remove bituminous wedge as shown on the Drawings or as directed by the Engineer.
- B. Mill bituminous wedge in a manner that does not disturb the bituminous non wear course.

3.12 REMOVE/ABANDON MANHOLES AND CATCHBASINS

- A. Remove Structure:
 - 1. Remove entire structure, including casting and adjusting rings.
 - 2. Fill void left by structure with suitable material per Section 33 05 06.
 - 3. If requested by the Owner, deliver salvaged casting to Owner's Maintenance Facility.
- B. Abandon Structure:
 - 1. Remove casting, adjusting rings, and cone section or manhole section of structure, a minimum of 3 feet below final grade.
 - 2. Place and compact granular material within the remaining in place structure and the excavated area to finish grade.

3.13 REMOVE/ABANDON SECTIONS OF EXISTING PIPE

- A. Remove Pipe:
 - 1. Remove entire pipe to limits shown on the Drawings or as directed by the Engineer.
 - 2. Fill void left by pipe with suitable material per Section 33 05 06.
- B. Abandon Pipe:
 - 1. Bulkhead pipe with an 8 inch thick, non-shrink concrete grout plug at the upstream and downstream ends, and at locations as determined by the Engineer. On pipes 18 inches diameter and larger, brick or concrete block masonry may be used with non-shrink grout to construct the bulkhead.
 - 2. Fill with lean mix backfill.
- C. Remove pipe to be abandoned if the top of pipe is within 3 feet of final surface elevation.

3.14 REMOVE RETAINING WALL

- A. Avoid damage to sections of wall to remain.
- B. Dispose of materials off the Site at a predetermined location.
- C. Remove wall in its entirety, including footings and tiebacks.

3.15 REMOVE SIGNS AND BARRICADES

- A. Remove signs and barricades as shown on the Drawings or as directed by the Engineer.
- B. Remove post, including sign panel.
- C. Remove barricade, including "Future Road Extension" sign.
- D. Provide Engineer or Owner 48 hours notice prior to removing posts or barricades.

3.16 REMOVE PAVEMENT MARKINGS AND MESSAGES

- A. Remove to the limits shown on the Drawings or as directed by the Engineer.
- B. Removal of markings and messages shall be accomplished with suitable sand or water blasting equipment, unless other means are authorized by the Engineer. Grinding is not an acceptable method of removal. The bituminous street surface shall not be damaged by the removal operations.

3.17 SALVAGE AND REINSTALL

- A. Signs and Barricades:
 - 1. In no case shall a traffic sign or street sign be removed or disturbed by Contractor without prior notification being given to Engineer and then only after satisfactory arrangements have been made for a temporary installation or its disposition:
 - a. Maintain temporary post mounted street identification signage at all times due to its importance to the 911 Emergency Response System.
 - b. Maintain temporary post mounted traffic signage on all streets open to traffic.
 - c. Temporary post mounted installation shall be considered incidental to the Project.
 - 2. Owner to salvage sign panel from post and temporarily store until reinstallation.
 - 3. Remove remaining post following salvaging of sign panel by Owner.
 - 4. Install temporary post mounted signs as described above.
 - 5. Install new post and hardware per Section 34 41 05.
 - 6. Attach salvaged sign panel provided by Owner.
 - 7. Remove signs and barricades that are damaged during construction and replace with new signs as incidental to the Project.
 - 8. Contact the County directly related to all signs within the County right-of-way that may need to be temporarily or permanently removed.
- B. Mailboxes:
 - 1. Remove and salvage existing mailboxes that interfere with the Work or whose access is restricted by the construction activities.
 - 2. Place at temporary locations as directed by Engineer or as shown on Drawings.
 - 3. Removal, temporary re-installation, and replacement shall occur such that mail delivery is not interrupted.
 - 4. Reinstall in locations as shown on Drawings or as directed by Engineer.
 - 5. Replace mailboxes, posts, and appurtenances damaged during construction at no charge to Owner.

C. Community Mailboxes:

1. Remove and salvage existing mailboxes that interfere with the Work or whose access is restricted by the construction activities. Includes the removal and disposal of the existing concrete pad.
2. Removal, temporary re-installation, and replacement shall occur such that mail delivery is not interrupted.
3. Reinstall in locations as shown on Drawings or as directed by Engineer. A separate bid item has been provided for the 6 Inch Concrete Mailbox Pad.
4. Replace mailboxes, posts, and appurtenances damaged during construction at no charge to Owner.

D. Fences:

1. Salvage and store fence and post material where they are not in conflict with the Work.
2. After completion of Work, reinstall fence to the condition existing prior to removal.
3. Install temporary snow fence or similar barrier at the end of the working day while the permanent fence is removed.

E. Culverts and Flared End Sections:

1. Where possible, salvage existing pipe in areas to be disturbed by the construction.
2. Reinstall in original condition and location as shown on the Drawings.
3. If requested by the Owner, deliver salvaged material to Owner's Maintenance Facility.

F. Hydrants, Gate Valves, and Hydrant Leads:

1. Salvage existing hydrants, gate valves, and ductile iron pipe leads at locations shown on the Drawings or as determined by the Engineer.
2. Reinstall in original condition at the location shown on the Drawings or as directed by the Engineer.
3. Reinstall per Section 33 10 00 and the Standard Detail Plates in the Drawings.

3.18 FIELD QUALITY CONTROL

- A. Salvaged items to be reinstalled shall be of the same shape, dimension, location, and quality of the original item prior to construction.
- B. Items damaged during removal or salvaging operations shall be replaced with new material of equal type and quality of the damaged item when it was new.

3.19 DISPOSING OF MATERIAL

- A. Dispose of all materials outside of the Site at disposal location selected by Contractor in compliance with state and local regulations. Burying of material and debris is not allowed within the Site.

END OF SECTION

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SECTION 12 41 00

FURNISHINGS AND ACCESORIES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Types of Project Site Furnishings Include: basketball post and backboard, and park shelter.
2. Work includes furnishing and installing Project Site Furnishings and supplying necessary inserts, anchors, templates, and setting diagrams for incorporation into the work of others.

B. Related Sections:

1. Section 01 33 00 – Submittals
2. Section 03 30 10 – Reinforced Concrete
3. Section 32 13 14 – Concrete Walks, Medians, Driveways
4. Section 32 11 23 – Aggregate Base Courses

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Tree Protection Fence: Measurement shall be by linear foot and payment shall be full compensation for all work and costs in furnishing, installing, maintaining and removing the fence.
2. Picnic Table: Measurement shall be by each and payment shall be full compensation for all work and cost in furnishing and installing picnic table on concrete pad.
3. Park Bench: Measurement shall be by each and payment shall be full compensation for all work and cost in furnishing and installing park bench on concrete pad.
4. Trash Can: Measurement shall be by each and payment shall be full compensation for all work and cost in furnishing and installing trash can on concrete pad.
5. Concrete Bollard: Measurement shall be by each and payment shall be full compensation for all work and costs for furnishing and installing concrete bollard.
6. Pipe Rail: Measurement shall be by linear foot based on horizontal length of the railing as shown on the Drawings regardless of number of vertical and horizontal members. Payment shall be full compensation for fabrication, surface preparation, coating, galvanizing, metal posts, fittings, castings, anchor bolts, accessories required for erection, and installation.
7. Park Shelter: Measurement shall be by each according to size and payment shall be full compensation for all work and costs associated with furnishing and installing this item complete as specified, including excavation, aggregate, concrete foundation and slab, shelter lighting, and GFIC receptacle.
 - a. Lighting and receptacle include installation of light, conduit, wire, outlet box, mounting hardware, and miscellaneous items required for complete installation.
8. Basketball Pole and Backboard: Measurement shall be by each and payment shall be full compensation for all work and costs associated with furnishing and installing this work complete as specified.
9. Park Monument Sign Foundation: Measurement shall be by each and payment shall be full compensation for all work and costs associated with installation including excavation, aggregate, and concrete as specified.

10. Concrete Pad: Measurement shall be by square yard and payment shall include excavation, subgrade preparation, aggregate, concrete, and all other incidental items needed to place concrete as specified.
11. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction," 2020 Edition (MnDOT Spec.)
- B. American Society for Testing and Materials (ASTM)
- C. American Concrete Institute (ACI)
- D. Concrete Reinforcing Steel Institute (CRSI)

1.04 SEQUENCING AND SCHEDULING

- A. Prior to starting work, submit a schedule showing the order and completion of Work for review and approval by the Owner.
- B. Perform routine inspections to make sure the tree protection fence is still functioning as designed.
- C. Provide notice by 2:00 PM the day prior to any concrete placement to allow time for scheduling of the following activities. Notice must include mix designation, start time of placement, plant producing concrete, and foreman onsite during placement.
 1. Aggregate base DCP tests (per Section 32 11 23) prior to concrete placement.
 2. Inspection of placement operations. No concrete will be accepted without inspection.
 3. Concrete field and plant testing if required.
- D. Protection fence shall be removed upon project completion.
- E. Install park bench, picnic table, trash can, bollard, and pipe rail after topsoil placement has been completed.

1.05 SUBMITTALS

- A. Submit all required items before commencement of Work in accordance with Section 01 33 00.
- B. Shop Drawings
 1. For each item specified, provide information showing detail, location, material, finish, size and method of joining various assemblies.
 2. Provide templates and rough-in measurements as required.
 3. Mark items requiring field assembly for erection identification and furnish erection drawings and instruction.
 4. Reinforcing steel in accordance with CRSI Manual of Standard Practice and ACI SP 66.
 5. Submit MnDOT approved mix design for each concrete mix designation used.

C. Setting Diagrams

1. Provide setting diagrams, templates, instructions and directions for installation of anchorage devices and any cut-out requirements in other work.

1.06 QUALITY ASSURANCE

A. Qualifications

1. Installer: Engage experienced installer that has completed installation similar in material, design, and extent to that depicted on the Drawings.

1.07 DELIVERY, STORAGE AND HANDLING

A. Delivery and Acceptance

1. Package to prevent damage during shipment, handling, storage and installation. Maintain protective covering in place and in good repair until removal is necessary.
2. Products shall be delivered to the Site in the manufacturer's original, unopened containers and packaging. Notify Owner's Representative a minimum of 5 days prior to delivery for inspection.
3. Contractor shall remove all shipping materials as necessary to inspect products for damage immediately upon delivery and coordinate inspection by Owner's Representative.

B. Storage and Handling

1. Contractor shall repack and store products in a secure area and protect from damage and adverse environmental conditions until installation is performed. Products shall be protected from damage during handling and installation.

C. Waste Management and Disposal

1. Dispose of all waste generated from packaging and installation as in accordance with applicable regulations.
2. Any excess material is the property of the Contractor and shall be disposed of off-Site.

1.08 WARRANTY

A. Manufacturer's Warranty: Submit manufacturer's standard limited warranty on all Site furnishing Bid Items.

B. Installer Warranty: Installer shall warrant all site furnishing installations for a period of no less than one year, including anchorage and fastener failure.

PART 2 PRODUCTS

2.01 MATERIALS

A. Tree Protection Fence:

1. Orange safety fence.
2. At least 4' in height.
3. Steel T posts placed a maximum of 10' on center.

- B. Picnic Table:
1. Provide a picnic table as manufactured by Pilot Rock, or approved equal.
 2. Model: Pilot Rock WPTS/CB-8RB Series with powder coated frame and thermoplastic coated perforated steel black in color, 8' with ADA access.
 3. Supplier: St Croix Recreation Co, Inc.
<http://www.stcroixrec.com>, 1-800-525-5914
Contact: Mike Basich, 651-430-1247
- C. Park Bench:
1. Urbanscabe Butler Series, or approved equal.
 - a. 6' bench with back, black, BU1114C.
- D. Tash Can:
1. Urbanscape, or approved equal.
 - a. 32 gallon flat top lid, black, TE3F34S.
- E. Concrete Bollard:
1. Conform to the detail shown on the Drawings.
- F. Pipe Rail:
1. Conform to MnDOT Spec. 2475.3.B and 2475.3.C.
- G. Basketball Pole and Backboard
1. Model: First Team – Legacy Supreme, or approved equal.
 - a. 6' Black Square Post.
 - b. Adjustable Extension Arm.
 - c. 42" x 72" Acrylic Backboard.
 - d. Heavy Duty Flex Goal.
- H. Park Shelter:
1. All-Steel Shelter w/All-Steel Square Cupola, Manufactured by Superior Shelters, RCP Shelters, or CoverWorx (Steelworx).
 - a. Dimensions as shown on Drawings.
 - 1) Minimum 7'6" Eave Height.
 - 2) 4:12 Roof Pitch, w/24 Ga. MultiRib PreCut Metal Roofing with steel edging.
 2. Powder coated forest green roof with chocolate brown framing
 3. Provide signed Drawings by a licensed Engineer in the state of Minnesota for the shelter structure, typically obtained from the supplier. The signed Drawings will need to be submitted with the building permit discussed in paragraph 3.04.
 4. Include security light located in center of shelter
 - a. Light shall be LED 20W RAB WPLED20, or approved equal.
 5. Include GFCI outlet located at corner of shelter as shown on Drawings.
- I. Concrete:
1. Conform to section 32 13 14 2.01.A except as modified herein:
 - a. Slab, Park Monument Sign Foundation, and Concrete Pad Mix No. 3F52A.
 2. Foundation: conform to MnDOT 2461.2 mix design 1G52.
 3. Curing Compound: conform to section 32 13 14 2.01.D.
 4. Reinforcing Steel:

- a. Deformed bars: ASTM A615, grade 60.
 - b. Welded wire fabric: ASTM A497, flat sheets only.
- J. Aggregate Base:
 - 1. Conform to section 32 11 23 2.01.B.
- K. Miscellaneous Material:
 - 1. Nonshrink Grout:
 - a. Color to match concrete.
 - b. Nonmetallic and nongas-liberating flowable fluid.
 - c. BASF: Masterflow 928, Euclid Chemical Co
 - 2. Steel Anchors and Fasteners:
 - a. Dowels and Pins: Stainless steel, ASTM A276, Type 304. Substitutions may be submitted to Owners Representative.
 - b. Anchor rod structural adhesive: Hilti, Inc HIT-RE 500 V3 Epoxy Adhesive or approved equal.
 - 3. Joint Sealant: One-component elastomeric self-leveling polyurethane sealant by BASF: Sonolastic SL1, Sika: Sikaflex -1C SL, or approved equal.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Field Measurements: The Contractor shall verify site conditions and dimensions shown on the Drawings. Notify the Owner's Representative of any differences, obstructions, or utilities that in any way affect the installation of furnishings.
- B. The Contractor shall be responsible for verifying the presence and location of underground utilities prior to excavation. Damage to utility lines, services, and other structures shall be repaired at the Contractor's expense.
- C. Examine the surfaces intended to receive the furnishings for compliance with all requirements, including tolerances, level grade, mounting requirements, and any other conditions affecting performance.
- D. The Contractor shall inspect the correct and level finish grade, mounting surfaces, and other conditions affecting performance. Discrepancies, irregularities, etc. shall be brought to the attention of the Owner's Representative.

3.02 PREPARATION

- A. Where existing work and improvements are in place, cover, fence, and protect all such work from damage and soiling from construction operations.
- B. Contractor shall maintain and protect all erosion control measures during construction. Contractor shall also protect all existing trees on Site not noted for removal. Any damage to existing structures, vegetation to remain, or erosion control shall be immediately reported to the Owner's Representative and replaced at the Contractor's expense.

- C. If the Site conditions do not allow for the installation as shown on the Drawings, contact the Owner's Representative and provide a proposed modification to the method or location for approval prior to proceeding with the installation.
- D. Unpack and assemble (as needed) and install the items in accordance with the manufacturer's printed instructions, unless otherwise specified or shown.

3.03 INSTALLATION

- A. General
 - 1. Install all items per the manufacturer's printed recommendation, details, and product literature. Do not remove any protective coverings until installation is complete.
 - 2. Install items rigid, plumb, level, and true to lines and orientation shown in the Drawings or shop drawings.
 - 3. Contractor shall take necessary steps to protect furnishings and existing work, surfaces, and vegetation from damage during transport, handling, or installation.
 - 4. Contractor shall permanently affix all site furnishings to the ground as specified.
 - 5. Erection tolerances: Maximum variation from True position = 0.5 inch.

3.04 PARK SHELTER

- A. Contractor will be responsible to pull a building permit with the City of Cottage Grove Building Official, submit all required documentation – including signed drawings, and schedule all necessary inspections.
- B. Submit proposed method of passing electrical conduit through foundation slab and inside of structure column to the shelter light unit and receptacle in accordance with Section 01 33 00 – Submittals.
- C. Furnish and install security light inside of structure, including all electrical connections and wiring necessary within the structure.
- D. Provide power from power source as indicated on drawings to light and receptacle.

3.05 CONCRETE

- A. Formwork:
 - 1. Construction:
 - a. In accordance with ACI 347.
 - b. Make joints tight to prevent escape of mortar and to avoid formation of fins.
 - c. Brace as required to prevent distortion during concrete placement.
 - d. On exposed surfaces locate form ties in uniform pattern or as shown.
 - e. Construct so ties remain embedded in the wall with no metal within 1 inch of concrete surface when forms, inserts, and tie ends are removed.
 - 2. Form Removal:
 - a. Remove after concrete has attained at least 70% of 28 day strength, or approval is obtained in writing from Engineer.
 - b. Remove forms with care to prevent scarring and damaging the surface.

3. Reinforcing steel:
 - a. Unless otherwise specified, place reinforcing steel in accordance with CRSI Recommended Practice for Placing Reinforcing Bars.
 - b. Place and support slab reinforcement on reinforcement chairs. Place reinforcement 2" from the top surface of the slab.
 - c. Splices and Laps: As specified on the Drawings and as listed below:
 - 1) Tie splices with 18 gauge annealed wire as specified in CRSI Standard.
 - 2) Splice length for WWF: One full mesh plus 2 inches, 6 inches minimum.
4. Placement and Finishing
 - a. Place concrete in accordance with section 32 13 14 3.01 and 3.06.A except as modified herein:
 - 1) Prior to placing concrete, remove water from excavation and debris and foreign material from forms. Check reinforcing steel for proper placement and correct discrepancies.
 - 2) Before depositing new concrete on old concrete, clean surface using sandblast or bushhammer or other mechanical means to obtain a 1/4 inch rough profile, and pour a cement-sand grout to minimum depth of 1/2 inch over the surface. Proportion 1 part cement to 2.5 parts sand by weight.
 - 3) Place concrete as soon as possible after leaving mixer, without segregation or loss of ingredients, without splashing forms or steel above, and in layers not over 2 feet deep. Place within 90 minutes after adding cement to mix.
 - 4) Four feet maximum vertical drop to final placement, when not guided with chutes or other devices to prevent segregation due to impact with reinforcing.

3.06 CLEANING, REPAIR, & RESTORATION

- A. All damage to Site resulting from the installation of the furnishings shall be repaired by the Contractor at no cost to the Owner.
- B. Soil, dust, or other materials brought onto paved areas shall be removed promptly.
- C. Restore areas damaged during installation to their original condition unless otherwise specified or depicted on the Drawings.
- D. Touch-Ups: Touch up scratches and other blemishes in the powder coat, paints and other finishes in accordance with the manufacturer's recommendations.

3.07 FIELD QUALITY CONTROL

- A. Any concrete damaged prior to acceptance shall be removed and replaced by the Contractor, and will be incidental to the Project.
- B. The Owner shall have an independent testing laboratory perform the following tests as a minimum. The test locations will be determined by the Engineer.
 1. One Air Entrainment test per day, per concrete mix.
 2. One slump test per day per concrete mix.
 3. One set of cylinders for compression tests per day, per concrete mix.

END OF SECTION

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SECTION 26 05 59

IRRIGATION SYSTEM ELECTRICAL SUPPLY

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Provide and install materials and equipment for supply of power to irrigation control cabinet and pumps in accordance with the National Electrical Code (NEC), MnDOT Specifications, and as specified in the Contract.
 - 2. Coordination with utility to obtain electrical service and connection to electrical service source.
 - 3. Other miscellaneous work shown on the plans or specified herein.
- B. Related Sections:
 - 1. Section 32 80 00 – Irrigation System

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Payment included under bid item for Irrigation System in section 32 80 00 1.02 includes full compensation for the cost of conduit, conduit sleeves, handholes, couplings, elbows, bushings, sealing around the conduit where it enters a pull box, conductors, pulling, splicing, making required connections, testing, grounding and bonding, all other miscellaneous items required for a complete installation as specified, and coordination with Xcel for power.
 - 2. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. National Electrical Code (NEC).
- B. Minnesota Department of Transportation “Standard Specifications for Construction”, 2020 Edition (MnDOT Spec.):
 - 1. 3801 – Rigid Steel Conduit.
 - 2. 3815 – Cables and Conductors.

1.04 SUBMITTALS

- A. Submit all required Items before commencement of Work in accordance with section 01 33 00.
- B. Submit an electrical design including the following items:
 - 1. Size and type of conduit.
 - 2. Size and type of conductors.
 - 3. Location of connection to source of power.
- C. Submit manufacturers product information for the following items as specified:

1. Conduit.
2. Conductors and splices for above and below ground.
3. Handhole.
4. Receptacles and switches.

D. Provide operations manual for booster pump if pump required.

1.05 QUALITY ASSURANCE

A. Qualifications

1. Contractor: Must be a Minnesota Licensed Electrical Contractor in “good standing” with the Minnesota State Board of Electricity at the time of bid submission.
2. Contractor must provide at least one person at all times during execution of this portion of work who is thoroughly familiar with the type of materials being installed and is directly responsible for all work performed under this Section.

1.06 SEQUENCING AND SCHEDULING

- A. Coordinate with Xcel for all new services or switching of service from existing to new service cabinet prior to preconstruction meeting. Provide schedule as part of overall schedule at preconstruction meeting.
- B. Provide 48 hour notice to Engineer prior to installations to allow for staking locations of any conduit, handholes.
- C. Install all conduit for crossings under, streets, parking lots, trails, and sidewalks as identified in drawings prior to grading work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Non-Metallic Conduit: Except where required by the NEC and noted herein all conduct shall be type PVC schedule 40.
 1. Provide conduit in accordance with NEC Article 352 except as modified herein:
 - a. Conduit shall be a minimum of .75 inch diameter unless otherwise noted.
 - 1) The conduit that contains only control wiring may be reduced in size to 0.5 inch.
 2. All Exposed Conduit installed on an exterior surface or emerges from the ground outside of an enclosure shall be type rigid steel in accordance with MnDOT Spec. 3801.
 - a. Includes conduit containing only control wiring.
 3. Liquid Tight Flexible Metal Conduit may be used only when the entire length of conduit, including fittings, is not greater than 6 feet and the entire run is located within the irrigation cabinet.
- B. Conductors:
 1. Provide conductors in accordance with MnDOT 3815 except as modified herein:
 - a. Unless otherwise noted, all conductors shall be stranded copper, Type XHHW.
 - b. Conductors shall be sized according to National Electric Code and verified through voltage drop calculations except as noted:

- 1) Minimum size conductor shall be #10 AWG except as noted:
 - a) The Minimum size conductor that supplies power to the irrigation controller only may be reduced to #12 AWG.
 - 2) Conductors for irrigation pumps shall not have a voltage drop exceeding 3% when calculated from the overcurrent protective device at the service to the irrigation pump disconnect.
- C. Splices in below grade wiring within handhole:
1. Raychem GTAP 1 or GTAP 2, or approved equal
- D. Hand Holes:
1. Type A: 12 x 12 x 12 stackable Quazite Box PC1212BA12 (all applications).
 - a. Cover PC1212HA0017 stamped "Electric".
- E. Booster Pump and Booster Pump Disconnect:
1. Booster pump if required shall be sized as needed to provide sufficient flow for proper operation of irrigation system.
 2. The disconnecting means shall be lockable and meet the requirements of NEC Article 110-25.
- F. Devices
1. Receptacles and switches shall be Spec grade.

PART 3 EXECUTION

3.01 GENERAL

- A. All installations shall meet or exceed NEC requirements.
- B. All circuits exceeding 50VAC to ground shall be installed in conduit.

3.02 CONNECTION TO SOURCE OF POWER

- A. The source of power shall be indicated in the Drawings.
- B. Connection of conduit to the service cabinet shall be made by one of the following methods:
1. Core Drilling the concrete base and installing a new conduit.
 2. Utilization of an existing empty conduit.
 3. Installation of a handhole in an existing conduit with wiring. Existing wire shall be replaced with new wire as required to return the circuit to operation. The new wire shall be of the same size and type as the existing wire.
 4. Knock out holes are not allowed in the service cabinet to allow for the connection of a conduit.

3.03 CONNECTION TO IRRIGATION CONTROLLER:

- A. Final connection shall be made by cord and plug to a GFCI receptacle installed inside the irrigation cabinet.

3.04 BOOSTER PUMP AND BOOSTER PUMP DISCONNECT:

- A. A disconnecting means for the booster pump shall be installed on the exterior of the booster pump cabinet . Installation of the disconnecting means shall meet the requirements of NEC Article 430 Part IX. Disconnecting means located at locations other than on the exterior of the booster pump cabinet shall not be considered as meeting the requirements of NEC Article 430.102.
 - 1. NEC Articles 430.109(A)(2), 430.109(A)(3), 430.109(A)(4), 430.109(C)(1), and 430.109(C)(2) shall not apply to this section
 - 2. For the purpose of this section the disconnecting means shall be considered to require serve or maintenance when energized and the installation shall meet the requirements of the NEC Table 110.26(a)(1).
- B. Only the booster pump circuit shall enter or leave the disconnect.
- C. Demonstrate operation of booster pump at irrigation system startup.

END OF SECTION

SECTION 26 56 00

EXTERIOR LIGHTING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Provide and install materials and equipment for construction of lighting systems in accordance with the National Electrical Code (NEC), MnDOT Specifications, and as specified in the Contract.

B. Related Sections

1. Section 00 31 00 – Project Management and Coordination.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Non-Metallic Conduit: Measurement will be per lineal foot for each size and type from center of handhole, base, service cabinet, or connection to existing conduit to center of handhole, base, service cabinet, or connection to existing conduit along the centerline of the conduit as installed. Payment at the Bid Unit Price shall be full compensation for the cost of conduit, conduit sleeves, couplings, elbows, bushings, sealing around the conduit where it enters a pull box, grounding and bonding, and all other items required for complete installation.
2. Underground Wire: Measurement will be per lineal foot for each size and type from center of handhole, base, or service cabinet to center of handhole, base, or service cabinet along the centerline of the wire installed. Payment at the Bid Unit Price shall be full compensation for the cost of wire, pulling, splicing, terminals, making required connections, slack required at connections, testing, and all other items required for complete installation.
3. Lighting Service Cabinet: Measurement will be per each. Payment at the Bid Unit Price shall be full compensation for the cost of panel board enclosure, circuit breakers, switches, relays, photoelectric control, internal wiring, service entrance circuit, mounting hardware, grounding, painting, sealing around cabinet base, numbering of the service cabinet, permits, all other items required for complete installation, and coordination with Xcel for power.
4. Handhole: Measurement will be per each by type. Payment at the Bid Unit Price shall be full compensation for handhole, frame and cover, excavation, aggregate drain bed, backfilling, sealing conduit entrances, surface restoration, and all other items required for complete installation.
5. Lighting Unit (City supplied Light Pole and Luminaire): Measurement will be per each by type. Payment at the Bid Unit Price shall be full compensation for lamps, assembly and installation of the luminaire and pole base, pickup and delivery of pole and luminaire to place of installation, pole bracket, inline fuse, wiring between pole base and luminaire, luminaire wire holder, splice to power circuit, numbering of the light pole, luminaire labeling, and all other items required for complete installation.
6. Light Foundation: Measurement will be per each by type. Payment at the Bid Unit Price shall be full compensation for excavation, concrete, reinforcement, anchor rods, ground rod,

ground lead, grounding connections, conduit elbows and bushings, and other items required for complete installation.

7. Equipment Pad: Measurement will be per each. Payment at the Bid Unit Price shall be full compensation for excavation, aggregate, concrete, reinforcement, anchoring hardware within the pad, conduits within the pad, ground rods, grounding connections, mounting brackets, mounting hardware, and all other items required for complete installation.
8. Remove and Replace Luminaire: Per each, according to type and will include all costs associated with removing and disposing of existing luminaire, furnishing new luminaire, installation of new luminaire, and all other items required for complete installation.
9. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. National Electrical Code (NEC).
- B. Minnesota Department of Transportation "Standard Specifications for Construction", 2020 Edition (MnDOT Spec.):
 1. 2471 – Structural Metals.
 2. 2545 – Lighting Systems.
 3. 3101 – Portland Cement.
 4. 3113 – Admixtures for Concrete.
 5. 3803 – Non-Metallic Rigid PVC and HDPE Conduit.
 6. 3815 – Cables and Conductors.
- C. American Society of Testing Materials (ASTM):
 1. C260 – Air-Entraining Admixtures for Concrete.

1.04 SUBMITTALS

- A. Conduit.
- B. Conductors and splices for above and below ground.
- C. Handhole.
- D. Service Cabinet.
- E. MnDOT approved design mix for each concrete mix designation used.

1.05 SEQUENCING AND SCHEDULING

- A. Coordinate with Xcel for all new services or switching of service from existing to new service cabinet prior to preconstruction meeting. Provide schedule as part of overall schedule at preconstruction meeting.
- B. Concrete curb and gutter construction precedes street light system installations.

- C. Provide 48 hour notice to Engineer prior to installations to allow for staking the locations of poles, handholes and cabinets.
- D. Concrete shall be placed in the form the same day the form is placed for all pour in place light foundations.
- E. Install conduit crossings prior to curb placement when replacing existing curb or installing new curb at the point of the crossing as part of the project.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Non-Metallic Conduit: Provide conduit in accordance with MnDOT Spec. 3803 except as modified herein:
 - 1. Except where required by the NEC conduit shall be type PVC schedule 40.
 - 2. Conduit shall be 1.5 inch unless otherwise noted.
 - a. The portion of conduit that feeds receptacle stations or landscape/accent lighting may be reduced in size, but not less than .75 inch.
- B. Conductors:
 - 1. Provide conductors in accordance with MnDOT 3815 except as modified herein:
 - a. Unless otherwise noted, all conductors shall be Copper, Type XHHW-2
 - b. Conductors shall be sized according to National Electric Code and verified through voltage drop calculations except as noted:
 - 1) Minimum size phase conductor for lighting system shall be #6 wire gauge.
 - 2) Minimum size equipment ground wire conductors shall be #8 wire gauge.
 - 3) Minimum size conductor feeding receptacle stanchions or landscape/accent lighting shall be #10 wire gauge.
 - 4) Conductors within lighting unit extending from the fuseholder to the luminaire, including the equipment grounding conductor, shall be #12 gauge stranded XHHW
 - a) The grounding electrode conductor shall be green or bare, stranded or solid, and no smaller than #6 gauge wire.
 - b) If installed wholly within the lighting unit the grounding electrode conductor may be reduced to #8 gauge wire.
 - c. Phase conductors shall be color coded
 - 1) Phase conductors for 240 volt circuits shall be red and black.
 - 2) Phase conductors for 240/120 volt circuits shall be red, black, and white.
 - 3) Phase conductors supplying receptacles, pole, or ground mounted shall be blue and white.
- C. Above grade wiring within lighting unit:
 - 1. Fuses shall be dual element time delay, FNM5 or equal.
 - 2. Pole fuse holders for 240 volt circuits shall be Bussmann Hex-AA or equal, for 120 volt circuits shall be Bussmann Heb AA or equal.
 - a. Tape used around fuse holder shall be 3M 33Plus or equal.
 - 3. Splicing shall be Burndy 1PL4-X, or approved equal.
 - a. The number of terminals shall not be less than the number of Conductors.

- b. In the event a conductor larger than #4 is used, the corresponding insulated splice block of the manufacturer's series shall be provided.
- D. Below grade wiring within handhole:
 - 1. Splicing shall be Raychem GTAP 1 or GTAP 2, or approved equal.
 - a. Splices that contain no conductor larger than #10 AWG may utilize Ideal Gel Filled Wire Connectors.
- E. Service Cabinet (120/240 VAC) – Feed Point, Povolny Specialties or approved equal:
 - 1. Nema 3 R, neoprene gasket on doors, 1/8" aluminum 5052-H32, anodized 30MIN, clear, non-corroding hardware, ETL listed in accordance with UL508A.
 - 2. Dimensions of box 17" x 17" x 55" height.
 - 3. 4" divider, rear lower section of cabinet, full width utility wire way.
 - 4. Photocell.
 - 5. 7" x 7" 178MM Lexan Window.
- F. Handholes:
 - 1. Type A: 13 x 24 x 12 stackable Quazite Box PG1324BA12 (all applications).
 - a. Cover PG1324CA0041 stamped "STREET LIGHTING".
 - 2. Type B: 12 x 12 x 12 stackable Quazite Box PC1212ZA12 (only allowed when located behind pole Type F or reconstruct when specifically identified in Drawings).
 - a. Cover PC1212CA0041 stamped "STREET LIGHTING".
- G. Light Foundation:
 - 1. All foundations shall be poured in place except design F foundations.
 - 2. Concrete to Conform to MnDOT Spec. 2461, except as modified herein:
 - a. Portland Cement: Conform to MnDOT Spec. 3101:
 - 1) Type 3 air-entraining concrete produced by using Type I Portland Cement.
 - b. Air-Entraining Admixtures: Conform to MnDOT Spec. 3113:
 - 1) Conforming to ASTM C260.
 - 2) Not to be added to the concrete mixtures in the field without approval from Engineer.
 - c. Mix Designation and Classification for Concrete foundations.
 - 1) Equipment Pad and Light Pole Foundation: Mix No. 3G52.
 - 3. Reinforcing to Conform to MnDOT Spec. 3301.
 - 4. Design P and E anchor bolt circle dimension and projection shall be modified to meet lighting unit manufacturers specifications.
- H. Equipment Pad:
 - 1. Concrete to conform to 2.01.G.2.
- I. Lighting Unit Provided by the City.
 - 1. Light Pole Type A Residential (LGT-7)
 - a. Holophane Standard Pole
 - 1) RTA 1650C PLN NDR BZ 35HH FBC RFD2043
 - 2) 3" x 5"- Handhole Base Cover
 - 3) Dark Anodized Duranodic Bronze Finish
 - 4) Full spun aluminum cover
 - b. Holophane Taft LED Luminaire

- 1) PTE2 P20 40K MVOLT GL3 BZ BL
- 2) 55W LED
- 3) Auto-sensing (120-277) 50/60 HZ voltage
- 4) Type III glass reflector
- 5) Painted Standard Holophane Bronze Finish
- 6) Ball final
- 7) Standard solid rib
2. Light Pole Type P1 Ravine Single LED Fixture 14 Foot (LGT-8)
 - a. Holophane Columbia
 - 1) Aluminum Sitelink Pole
 - 2) CLA 14 SL5 17D C04 BZ
 - b. Holophane Granville Luminaire
 - 1) Classic Utility LED3 Version
 - 2) GVD3 P20 40K MVOLT MS GL3 BZ RB ST TBZ
3. Light Pole Type P2 Ravine Single LED Fixture 18 Foot (LGT-9)
 - a. Holophane Columbia
 - 1) Aluminum Sitelink Pole
 - 2) CLA 18 SL5 17D C04 BZ
 - b. Holophane Granville Luminaire
 - 1) Classic Utility LED3 Version
 - 2) GVD3 P20 40K MVOLT MS GL3 BZ RB ST TBZ
4. Light Pole Type E2 Ravine Double LED Fixture 14 Foot (LGT-10)
 - a. Holophane Columbia
 - 1) Aluminum Sitelink Pole
 - 2) CLA 14 SL5 17D C04 BZ
 - b. 2-Holophane Granville Luminaire
 - 1) Classic Utility LED3 Version
 - 2) GVD3 P20 40K MVOLT MS GL3 BZ RB ST TBZ
 - 3) Cincinnati Cross Arms (two at 180°) CSC 15 2A TN SL5 BZ
5. Light Pole Type E3 Ravine Double LED Fixture 18 Foot (LGT-11)
 - a. Holophane Columbia
 - 1) Aluminum Sitelink Pole
 - 2) CLA 18 SL5 17D C04 BZ
 - b. 2-Holophane Granville Luminaire
 - 1) Classic Utility LED3 Version
 - 2) GVD3 P20 40K MVOLT MS GL3 BZ RB ST TBZ
 - 3) Cincinnati Cross Arms (two at 180°) CSC 15 2A TN SL5 BZ
6. Light Pole Type A2 Cobra Head LED Fixture 20 Foot (LGT-12)
 - a. Holophane Standard Pole
 - 1) Autobahn Series
 - 2) RTA 2050E PLN NDR BZ – FBC RFD2043
 - 3) Full spun aluminum cover
 - b. Holophane Standard Mast Arm
 - 1) 1MA-BZ
 - 2) Dark Anodized Duranodic Bronze Finish
 - c. Luminaire-American Electric
 - 1) Autobahn Series, LED Version, 45 inch slip over arm
 - 2) ATB2 40X MVOLT R2 BZ NL AO RFD330774

- 3) 88w 11.7k lm
- 7. Light Pole Type E4 Cobra Head LED Fixture 30 Foot (LGT-13)
 - a. Holophane Standard Pole
 - 1) RTA3070E PLN NDR BZ FBC RFD2043
 - 2) Dark Anodized Duranodic Bronze Finish
 - 3) Full spun aluminum cover
 - b. Holophane Standard Mast Arm
 - 1) 1MA-BZ
 - 2) Dark Anodized Duranodic Bronze Finish
 - c. Luminaire-American Electric
 - 1) Autobahn Series, LED Version
 - 2) ATB2 40X MVOLT R2 BZ NL AO FRD330774
 - 3) 88w 11.7k lm
- 8. Light Pole Type F1 LED Lighting Unit 31 Foot 11 Inches (LGT-14)
 - a. Holophane Wadsworth
 - 1) Aluminum Sitelink Pole
 - 2) WDA 30 SL6 17D C05 BZ
 - 3) Provide hole for receptacle and removable cover
 - b. Holophane Memphis Luminaire
 - 1) Utility Tear Drop LED 2
 - 2) MPL2 P50S 40K MVOLT BG3 QSM BZ SS BHDF QSM BZ
 - 3) 30" Dia. Shallow Skirt, Bronze, Bowl Glass
 - 4) Boston Harbor Style Arm, Model: BHC 72IN 1A TN SL6 BZ
 - 5) Boston Harbor Style Decorative Arm Fitter Model: BHDF13 200 BZ

PART 3 EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

- A. General
 - 1. Locating of public utilities within the project limits in accordance with section 01 31 00 Project Management and Coordination shall be incidental to the project and included in the Total Base Bid.
- B. Service Cabinet:
 - 1. Contractor shall furnish and install a Service Cabinet, for supplying power to an electric lighting system.
 - 2. Supplying power to an electric lighting system, on an equipment pad concrete foundation at the location indicated in the Plans.
 - 3. The Service Cabinet shall be modified as needed to include the appropriate number and size of circuits to make the lighting systems operational.
 - a. 240 volt 30 AMP branch circuits required.
 - 1) If the street light pole is equipped with a pole mounted receptacle, 240/120 volt 30 AMP circuits may be utilized.
- C. Conductors:
 - 1. All below grade conductors must be located in conduit.
 - 2. Conductor color code shall be maintained for the entire length of the circuit.

3. Sufficient slack shall be provided in all conductors to allow removal from the pole of all fuseholders and splices.
 4. Insulation damage shall be replaced with a new conductor running the full length between two pull points (light pole, handhole, or cabinet). No taping of damaged areas is permitted.
- D. Conduit:
1. Install with a minimum of 24" cover measured from top of conduit to finished grade.
 2. When installed parallel to curb install between 12 inches and 24 inches from the back of curb unless specifically identified otherwise on drawings or approved by Engineer.
 3. Street crossings:
 - a. Shall occur at intersections only unless otherwise approved by Engineer.
 - b. Shall be installed perpendicular to the centerline of the street being crossed.
 - c. Shall not be installed within 6' of private utility crossings.
 4. Shall not be installed within another conduit of larger diameter.
 5. Install such that each run shall contain no more than a combined total of 270 degrees of bends regardless of radius size of bends.
- E. Handholes:
1. Handholes to be installed in green space only.
 2. When installed along roadside, the roadside edge of the handhole shall be located between 12 inches and 18 inches from the back of curb.
 3. Type F1 Light Pole requires installation of a handhole adjacent to light pole foundation which will include ground rod.
- F. Below Grade Cable Splices:
1. Below Grade cable splices shall be used in all handholes (only) to provide for the lighting as specified in the Plan.
 2. Below Grade cable splices must be located within a handhole. Direct bury splices are not allowed.
 - a. Provide adequate slack in the conductor assembly to allow for each individual conductor to extend at least 2 feet above the top of the handhole.
 - b. Maintain proper circuit color identification within each splice.
- G. Light Foundation:
1. Foundations installed adjacent to curb shall be installed with the center of the foundation 3' from the back of curb.
 2. Foundations shall be located no closer than 5' from any hydrant, valve, or manhole unless otherwise approved by Engineer.
 3. Conduits within light foundation
 - a. At the last foundation in a line one conduit shall be stubbed out to allow for future expansion. The stub conduit shall be the same size as the conduit being utilized.
 - b. No more than 3 conduits shall be located within one light foundation.
 - c. Conduit projection shall be no less than 2 inches and no more than 3 inches above the top of the light foundation.
 4. The threaded portion of anchor bolts protruding above the lighting foundation shall have an anti-seize compound applied prior to the installation of the light pole.

5. All light foundations, except type F, shall contain a 0.625 inch diameter grounding rod as identified in the standard detail plates that projects no less than 2 inches and no more than 4 inches above the top of the light foundation.
 6. Forming material shall extend the entire depth of the foundation.
 - a. Forming material shall be removed after concrete has cured from the top of the foundation to a depth of 3" below finished grade.
 7. Excavation of foundations shall be completed with Auger unless otherwise noted:
 - a. The auger size shall correspond with the diameter of the specific light foundation being utilized except as noted.
 - 1) For precast Type F foundations the auger diameter shall be 36 inches.
 - b. Other means of excavation may be needed when utilities are located within 2 feet of light foundation or if large rocks are encountered.
 8. Finishing
 - a. All concrete foundations shall have a broom finish.
 - b. Foundations for pole types A1, A2, and E4 shall be finished with a 0.75 inch crown.
 - c. Foundations for pole types P1, P2, E2, E3, and F1 shall be finished with a flat and level top.
- H. Equipment Pad:
1. Equipment pad shall be located no further than 15 feet from source of power.
 2. Use the equipment pad mentioned for mounting the lighting service cabinet and meter socket.
 3. Construct the mounting bracket assembly for the service equipment using 5/8 inch (9.5 mm) bolts anchored in the equipment pad.
 4. Install one spare conduit of each type and size utilized for possible future expansion.
 - a. If equipment pad is located within an outlot or park property install two additional 0.75 inch diameter conduit stubs for future expansion.
- I. Lighting Unit:
1. Light poles and luminaires are available at the City of Cottage Grove Public Work Facility.
 2. Contractor shall load and deliver to the project site.
 3. Contractor shall install the light poles and luminaires as required by the project.
 4. Lighting units shall be installed plumb.
 - a. Install lighting units on leveling nuts for pole types A1, A2, and E4.
 - b. Install pole types P1, P2, E2, E3, and F1 directly on light foundations without leveling nuts.
 - 1) MnDOT approved shims may be used for leveling, but total height of shims shall not exceed 0.25 inches.
 5. Each lighting unit shall have a fuseholder and fuses installed at the base of the pole
 6. Each pole shall be grounded at the pole handhole location to the grounding rod with a minimum #8 conductor.
 7. A grounding conductor shall be installed from the base of the pole to the luminaire.
 - a. Run a separate ground wire for the receptacle (if present) from the base of the pole to the receptacle.
 8. No splicing is allowed on any of the conductors located within the pole between the luminaire and the fuseholder or splice located in base of the pole.
 9. Splicing materials within the pole shall be arranged in a way that will not allow water to pool in the devices.
 10. All fasteners of the pole, luminaire, mast arms or twin arms shall have anti-seize compound applied prior to installation.

11. Luminaires shall be installed such that both the access cover/door and the street side optics face the street.
 12. Poles shall be installed such that the handhole at the bottom of the pole is on the side of the pole opposite the street.
- J. Above Ground Wiring:
1. MnDOT Spec. 2545.3.F.2, except as modified here in:
 - a. Fuses, fuse holders, and splicing materials in accordance with 2.01.C
- K. Arc-Flash Hazard Warning Labeling:
1. Calculate available fault current in accordance with MnDOT Spec. 2545.3.U and 2565.3.Z.
 2. Establish available fault current and apply the appropriate label as follows.
 3. Use the current edition of NFPA 70E "Standard for Electrical Safety in the Workplace" to determine the required PPE category and personal protective equipment.
 4. If the available fault current is $\leq 25,000$ amps, then provide a label with the following information shown in Example 1.

Example 1

Warning

Arc Flash Hazard

Appropriate PPE Required

Arc Flash Boundary 19 Inches

Arc Flash PPE Category 1

Working Distance 18 Inches

Arc Flash Personal Protection Equipment (PPE)

List required clothing, **Min Arc Rating of 4 cal/cm²**, and protective equipment in accordance with the PPE Table from the current edition of NFPA 70E Standard for Electrical Safety in the Workplace

Equipment ID

5. If the available fault current is $> 25,000$ amps:
 - a. Determine PPE requirements in accordance with the current edition of NFPA 70E Standard for Electrical Safety in the Workplace, and
 - b. Provide a label with the following information shown in Example 2.
 - 1) Fill in the ____ (**blank**) with the required arc-flash PPE category and arc-flash boundary distance.

Example 2

Warning

Arc Flash Hazard

Appropriate PPE Required

Arc Flash Boundary Feet

Arc Flash PPE Category

Working Distance 18 Inches

Arc Flash Personal Protection Equipment (PPE)

List required clothing, **Min Arc Rating of ____ cal/cm²**, and protective equipment in accordance with the PPE Table from the

current edition of NFPA 70E Standard for Electrical Safety in the
Workplace
Equipment ID

6. Install labels on the front of the dead front door of the electric service cabinet at eye level.
- L. Electric Service:
1. Proposed source of power addresses are identified in the Plan.
 2. Coordinate the installation of Electrical Service, provide power to the service cabinets.
 3. Fees for the “Application for Electrical Service” and payment to the Electric Utility for providing the electrical service connections is the responsibility of the Contractor.
 4. Secure approval from the Engineer for any changes to the Electrical Service as reflected in the Plan.
 5. No measurement will be made of the various items that constitute Electrical Service. Electrical Service shall be incidental to the service cabinets and shall include all compensation in full for all costs incidental thereto, including, but not limited to providing power to service cabinets, power company fees, Power Utility Company.
- M. Compliance with NEC Article 110.24:
1. Provide fault current calculations in accordance with 2545.3.U.

END OF SECTION

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SECTION 31 10 00

SITE CLEARING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Removal and trimming of vegetation and trees and stripping and stockpiling of sod and topsoil.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measure and Payment:

1. Payment at the Unit Price will be considered compensation in full for all work necessary to complete the Bid Item in full.
2. Clearing and Grubbing:
 - a. Measurement will be by physical count of each tree cleared and grubbed having a diameter of more than 3 inches at a point 24 inches above the ground surface. Payment will constitute compensation in full for all removal, disposal work, and costs.
 - b. Measurement will be by lump sum for all Project Clearing and Grubbing. Payment will constitute compensation in full for all removal, disposal work, and costs.
 - c. Measurement will be by acre of trees cleared and grubbed. Measurements shall be made horizontally to points 10 feet outside the trunks of trees or stumps on the perimeter of the area being measured. Any separate area smaller than 1/20 acre will be considered to be 1/20 acre:
 - 1) Whenever isolated trees or stumps are removed outside the areas designated to be cleared and grubbed, the acre payment will be made by:
 - a) Each tree measuring more than 3 inches, but less than 36 inches in diameter, at a point 2 feet above the ground surface, and each stump measuring more than 3 inches, but less than 36 inches, at the point of cutoff will be considered as being 1/20 acre.
 - b) Each tree or stump measuring 36 inches or more in diameter will be considered as being 1/10 acre.
 - 2) Payment will constitute compensation in full for all removal, disposal, and costs.
3. Clearing:
 - a. Measurement will be by physical count of each tree cleared having a diameter of more than 3 inches at a point 24 inches above the ground surface. Payment will constitute compensation in full for all removal, disposal, and costs.
 - b. Measurement will be by acre of trees cleared. Measurements shall be made horizontally to points 10 feet outside the trunks of trees or stumps on the perimeter of the area being measured. Any separate area smaller than 1/20 acre will be considered to be 1/20 acre.
4. Grubbing:
 - a. Measurement will be by physical count of each tree or stump grubbed. Payment will constitute compensation in full for all removal, disposal, and costs.
 - b. Measurement will be by acre of trees or stumps grubbed. Measurements shall be made horizontally to points 10 feet outside the trunks of trees or stumps on the perimeter of

the area being measured. Any separate area smaller than 1/20 acre will be considered to be 1/20 acre.

5. Salvage and Respread Topsoil: Measurement will be per square yard of surface area by depth of topsoil to be respread. Payment will include vegetation removal, striping existing topsoil, stockpiling, and resspreading material, Excavation of topsoil in excess of the volume to be respread shall be included under the Excavation – Common Bid Item.
6. Sod Removal: This Work is considered incidental to the other Work of the Contract.
7. Windfall/Deadfall Removal: This Work shall be incidental to the Project with no direct compensation.
8. Brush Removal: This Work shall be incidental to the Project.
9. Stripping and Stockpiling of Soil: This Work shall be considered incidental to other Work in the Contract.
10. Stripping and Stockpiling of Soil: This Work shall be considered incidental to other Work in the Contract.
11. Any tree trimming necessary to perform other work in the Contract shall be considered incidental.
12. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation “Standard Specifications for Construction”, 2020 Edition (MnDOT Spec.):
 1. 2101 – Clearing and Grubbing.

1.04 DEFINITIONS

- A. Brush: All bushes, shrubs, and other vegetation that can be cut with a brush scythe or mowing machine, including small isolated trees having a diameter of 4 inches or less at a point 2 feet above the ground surface.
- B. Clearing: Cutting, removing, and disposing of trees, shrubs, bushes, windfalls, and other vegetation in the designated areas.
- C. Grubbing: Removing and disposing of stumps, roots, and other remains in the designated areas.
- D. Tree Trimming/Pruning: Cutting broken, damaged, or obstructing branches and installing wound dressing. Includes the uplift of branches along the roadway to allow for street construction.

1.05 SITE CONDITIONS

- A. Work consists of removing trees generally along the easement lot lines designated for utilities.
- B. The Drawings do not specifically show all trees to be removed or transplanted.
- C. Protect specimen trees close to Work that are designated to remain but may be damaged by Work.

1.06 SEQUENCING AND SCHEDULING

- A. Install temporary erosion control measures prior to Work of this Section.
- B. Complete before or sufficiently ahead of on-going rough grading, excavation, backfill, and compacting for utilities.

PART 2 PRODUCTS

2.01 WOUND DRESSING

- A. Asphalt base tree paint.
- B. Other acceptable materials per Engineer's approval.

PART 3 EXECUTION

3.01 GENERAL

- A. Review removals in the field with the Engineer prior to doing Work. Clearing limits will be clearly marked by the Engineer.
- B. Assume multiple mobilizations for the Work of this Section.
- C. Stockpile soil to eliminate contamination with other on site materials.

3.02 CLEARING AND GRUBBING

- A. Clearing Trees: Cut off, remove, and dispose of trees and brush in the areas designated as a clearing operation. When grubbing is not required, the point of cut off shall be 6 inches above the ground.
- B. Clearing Brush: Cut even with the ground surface.
- C. Grubbing: Remove brush, stumps, roots, and other remains to a minimum depth of 6 inches below subgrade for all proposed sections.
- D. Backfill all depressions resulting from the grubbing operations in accordance with Section 31 23 00.

3.03 TRIMMING AND PRUNING

- A. As directed by the Engineer, trim trees that are to be saved but interfere with the proposed construction. Paint all cuts with wound dressing.

3.04 STRIPPING

- A. After clearing and grubbing have been completed, strip sod and topsoil to a line 2 feet outside of areas to be occupied by structures, walks, roadways, areas to be excavated or filled, and other areas shown.

1. Do not strip within the drip line (branch spread) of trees identified to remain.
- B. As directed by Engineer, stockpile sufficient topsoil to re-spread at a uniform depth of 6 inches to all disturbed areas identified for seeding or sodding.

3.05 SALVAGE AND RESPREAD TOPSOIL

- A. Strip in accordance with 3.04.A.
 1. Strip existing topsoil to a depth to stockpile a sufficient volume of material to be respread at dept as specified.
- B. Stockpile stripped topsoil at locations within the project grading limits.
- C. Re-spread at a uniform depth as specified at locations within the project grading limits after grades have been verified by Engineer.

3.06 DISPOSAL LIMITATIONS

- A. Conform to MnDOT Spec. 2101.3.D, or as modified herein:
- B. Dispose of all cleared and grubbed material and debris outside the right-of-way at a location selected by the Contractor, except for trees and logs identified to be salvaged.
- C. Disposal site should be a properly designated landfill area as determined by appropriate governmental agencies or lands under direct control of the Contractor.
- D. Stripped materials not used for embankments shall be disposed off the site.
- E. On Site burial of any debris is not permitted.
- F. On Site burning of debris is not permitted.

3.07 PROTECTION

- A. Conduct operations so as not to damage surrounding private property.
- B. Protect trees intended to be saved from injury or defacement during operations:
 1. Restrict widths of utility trenches.
 2. Provide protective bracing, sheeting, or box to insure safe Work conditions as incidental to Contract.
- C. Exercise care to keep salvaged material as clean as possible during operations.
- D. Install temporary fencing at the construction limits and drip lines of trees to be protected prior to any construction activities in order to protect vegetation.

END OF SECTION

SECTION 31 23 00
EXCAVATION AND FILL

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Excavation and fill for roadways, foundations, channels, ponds, and other areas.
- B. Related Sections:
 - 1. Section 01 57 13 - Temporary Erosion and Sediment Control.
 - 2. Section 02 41 13 - Selective Site Demolition.
 - 3. Section 31 10 00 - Site Clearing.
 - 4. Section 31 23 13 - Subgrade Preparation.
 - 5. Section 33 05 06 - Trenching and Backfilling.
 - 6. Section 32 92 00 - Turf and Grasses.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Measurement and payment shall be at the Bid Unit Price consistent with MnDOT Spec. 2106.4 and 2106.5, except as modified in the following.
 - 2. Excavation - Common (EV) (P): Measurement by volume of material in its original position, based on pre-construction digital surface model and design digital surface model. Quantity shall be calculated and computed by the surface comparison completed by Engineer. Payment will include excavation, testing, and disposal of material. Placement of suitable excavated material on site shall be included under the Common Embankment Bid Item.
 - a. Excavation and disposal if existing topsoil will be included within the Excavation – Common quantity when a Salvage and Respread Topsoil Bid Item is not provided in the Bid Form.
 - b. When a Salvage and Respread Topsoil Bid Item is provided and the existing onsite topsoil is in excess of the volume needed to be respread, excavation and disposal of the excess existing topsoil will be included in the Excavation – Common Bid Item.
 - c. Excavation – Common will include material within trail and sidewalk sections when no separate bid item is provided for Excavation – Common Trail or Sidewalk.
 - 3. Excavation - Common (EV) – Trail or Sidewalk: Measurement by volume of material in its original position, based measurements performed by the Engineer at the time of construction. Payment will include excavation, testing, and disposal of material.
 - 4. Excavation - Subgrade (EV): Measurement by volume of material in its original position, based on pre-construction and post-construction cross sections taken by the Engineer. Quantity shall be calculated by the average end area method. Payment will include excavation, testing, and disposal of material.
 - 5. Excavation - Subgrade (EV) – Trail or Sidewalk: Measurement by volume of material in its original position, based on pre-construction and post-construction cross sections taken by the Engineer. Quantity shall be calculated by the average end area method. Payment will include excavation, testing, and disposal of material.

6. Common Embankment (CV) (P): Measurement by volume of material compacted in place based on pre-construction digital surface model and the design digital surface model. Quantity shall be calculated and computed by surface comparison completed by Engineer. Payment will include all costs related to testing, delivery, placement, compaction, and final finishing.
7. Aggregate Backfill (Modified): Measurement by the ton of material compacted in place as determined from weight tickets delivered to the Engineer. Payment will include all costs to performing the Work in accordance with these Specifications, including shaping, grading, compacting and tolerancing, and include all costs related to furnishing and installing the material complete in place as specified:
 - a. If the aggregate backfill material is being wasted or placed excessively thick, the Owner reserves the right to deduct quantities that are in excess of plan thickness. Said quantities shall be based on material weighing 110 pounds per square yard of area per inch of thickness.
8. Aggregate Backfill (Modified) – Trail or Sidewalk: Measurement by the ton of material compacted in place as determined from weight tickets delivered to the Engineer. Payment will include all costs to performing the Work in accordance with these Specifications, including shaping, grading, compacting and tolerancing, and include all costs related to furnishing and installing the material complete in place as specified:
 - a. If the aggregate backfill material is being wasted or placed excessively thick, the Owner reserves the right to deduct quantities that are in excess of plan thickness. Said quantities shall be based on material weighing 110 pounds per square yard of area per inch of thickness.
9. Pond Liner (CV): Measurement by volume of material compacted in place based on pre-construction cross sections and design grades. Payment will include all costs related to testing, delivery, placement, compaction, and final finishing.
10. Boulevard Grading: Payment for this final Boulevard Grading, including placing, grading, and compacting topsoil, shall be made under the Bid Item included in the Bid Form based upon the number of hours actually spent grading:
 - a. Initial backfilling of the curb is considered incidental to the installation of the curb.
 - b. Payment for furnishing of topsoil will be made under the Topsoil Borrow Bid Item, per Section 32 92 00.
11. Boulevard Stripping: Measurement per hour of time actually spent stripping, hauling, and disposing of boulevard sod. Payment will include all costs related for performing the work as specified.
12. Haul Excess Reclaimed Material Offsite (LV): Measurement by loose volume of material hauled offsite by means of a truck count. Payment will include all costs related to removing and disposing of material off the Site.
13. Payment for Placing Topsoil Borrow will be made in Section 32 92 00 – Turf and Grasses.
14. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation “Standard Specifications for Construction”, 2020 Edition (MnDOT Spec.):
 1. 2106 - Excavation and Embankment – Compacted Volume Method.
 2. 3149 - Granular Material.

3. 3877 - Topsoil Material.

1.04 SUBMITTALS

- A. Submit the following items consistent with Section 01 33 00:
 1. Gradation tests for borrow materials.
 2. Pond liner gradation and permeability testing.

1.05 DEFINITIONS

- A. The definitions of the different classifications of excavation and borrow material shall conform to MnDOT Spec. 2106.1 and 2106.2, or as modified herein:
 1. Excavation - Common: In locations where the design cross section is in a cut section, excavation – common shall be classified as all excavation above the grading grade that has not been classified as another form of excavation in this section. In areas where the design cross section is in a fill section, common excavation shall consist of excavation of topsoil. Excavation - common shall not include payment for pavement removal when a separate bid item is present.
 2. Excavation - Subgrade: Excavation below the grading grade that has not been classified as another form of excavation in this Section.
 3. Topsoil borrow material shall conform to Section 32 92 00 – Turf and Grasses.

1.06 QUALITY ASSURANCE

- A. Assist testing laboratory by excavating for density tests. Assist testing laboratory with obtaining material samples.

1.07 SEQUENCING AND SCHEDULING

- A. Perform excavation as soon as possible after sewer and water construction.
- B. Submit pond liner permeability test results for either on site material or imported material prior to placement.
- C. Complete subgrade for streets, driveways, walks, and parking lots immediately after trench backfill and compaction.
- D. Provide notice by 3:00 P.M. of any aggregate backfill placement for the following day, to allow time for scheduling subgrade inspection and compaction tests prior to any aggregate backfill being placed.
- E. Aggregate backfill placement shall not occur until the Boulevard has been graded to within 6 inches of finished grade per typical section.
- F. Complete finish grading of turf areas within 5 calendar days after backfill.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Embankment Materials: Conform to MnDOT Spec 2106.2.B except as modified:
 - 1. Common Embankment: Conform to MnDOT Spec 2106.2.B.1 except as modified:
 - a. Soil which is capable of attaining specified compaction levels, excluding soils which contain organics, contain debris or are potentially expansive (CH or MH per the Unified Soil Classification System).
 - b. Materials Containing recycled asphalt or recycled concrete are not allowed without prior approval from Engineer.
- B. Aggregate Backfill (Modified):
 - 1. Only naturally occurring sand meeting the following requirements:
 - a. Uniformly blended.
 - b. Non-manufactured.
 - c. Uncrushed.
 - d. Mineral materials.
 - 2. Conform to the following gradation requirements or a deduct will be required per price adjustment tables found on the Grading and Base website.

Sieve Size	Percent Passing
3 Inch	100
2 Inch	80 to 100
#40	0 to 50
#200	0 to 12

- C. Pond Liner:
 - 1. Maximum permeability of 1×10^{-6} cm/s.
 - 2. Minimum of 15% passing the #200 Sieve.

PART 3 EXECUTION

3.01 GENERAL

- A. Conform to MnDOT Spec. 2106.3.A, or modified herein:
 - 1. Establish traffic control prior to excavations.
 - 2. Establish the specified erosion control devices according to Section 01 57 13 prior to all excavations.
 - 3. Notify utility companies of progress schedule so they can accomplish relocations, removals, and holding of lines.
 - 4. Perform removals consistent with Section 02 41 13.
 - 5. Strip topsoil consistent with Section 31 10 00.
 - 6. No borrow areas are allowed within City right-of-way.

3.02 PREPARATION OF EMBANKMENT

- A. Conform to MnDOT Spec. 2106.3.D, or as modified herein:

1. Engineer's approval is required of all areas where preparation work has been performed prior to the placement of the embankment or fill material.
2. Where embankment is to be constructed over swamp, marsh, or other locations where the foundation material is unstable, the foundation shall be excavated to remove all or part of the unstable material.

3.03 EXCAVATION OPERATIONS

- A. Conform to MnDOT Spec. 2106.3.E, or as modified herein:
 1. Perform excavations to the alignment, cross section, and grade as shown on the Drawings and staked by the Engineer.
 2. Excavation of unstable material below grade shall be done under the direction of the Engineer as the subsurface conditions are disclosed.
 3. Remove muck excavation material so as to minimize disruption to the bottom of the excavation.
 4. Notify Engineer immediately of any large boulders or ledge rocks encountered so proper measurement or profile can be made for pay quantities.
 5. No solid rock will be allowed within 12 inches of the subgrade.
 6. Provide and maintain temporary drainage facilities until permanent facilities are completed.
 7. After the roadway excavation is complete and prior to backfilling operations, notify the Engineer 24 hours in advance so all excavation areas can be cross-sectioned to determine quantities.
 8. Cut, fill, and grade Site to elevations and contours shown on the Drawings with allowances for pavements, topsoil, and structures.
 9. Mining of material in boulevards for use in street construction will not be allowed.
 10. Excess reclaimed material above and beyond that is needed for the aggregate base shall be properly disposed of at a location off of the Site:
 - a. The resulting reclaimed material could contain diesel range organics (DRO) which must be disposed of in accordance with MPCA requirements.
- B. On street rehabilitation projects, excavation and disposal of the existing boulevard material to allow for the placement of the new concrete curb and gutter, and specified depth of topsoil/compost shall be considered incidental to the concrete curb removal Bid Item.

3.04 DISPOSITION OF EXCAVATED MATERIAL

- A. Conform to MnDOT Spec. 2106.3.J, or as modified herein:
 1. No disposition of bituminous millings will be permitted, unless thoroughly mixed with other on Site materials.
 2. If a reclamation process is used to remove pavement, the resulting reclaimed material could contain diesel range organics (DRO) which must be disposed of in accordance with MPCA requirements.

3.05 PLACING EMBANKMENTS

- A. Conform to MnDOT Spec. 2106.3.F:
 1. Topsoil placement shall conform to Section 32 92 00.

3.06 COMPACTING EMBANKMENTS

- A. Conform to MnDOT Spec. 2106.3.G, or as modified herein:
 - 1. Compaction required for embankment materials shall conform to the Specified Density Method (nuclear) with the testing location and rates being determined by the Engineer.
 - 2. Backfilling of embankments shall be performed using on Site materials: If the Contractor is unable to meet the specified density requirements using that material due to excess moisture content, they shall immediately notify the Engineer of this condition.
 - 3. Recognize that inclement weather (sometimes heavy) occurs during the construction season and be responsible for protecting the moisture condition of soils during the construction phase. Such protection measures include sloping of exposed surfaces to promote runoff (avoid ponding) and compacting exposed surfaces prior to rain events to minimize infiltration.
 - 4. Compaction required for aggregate backfill materials shall conform to the Specified Density Method (nuclear) with the testing location and rates being determined by the Engineer.

3.07 FINISH OPERATIONS

- A. Conform to MnDOT Spec. 2106.3.I, or as modified herein:
 - 1. Finish grading of granular material, select granular material, and aggregate backfill prior for placement of an aggregate base shall conform to MnDOT Spec. 2112.3.E.
 - 2. Grading of the soils beneath the proposed topsoil shall be reviewed and approved by the Engineer prior to the start of the topsoil placement.

3.08 POND LINER

- A. Grading of soils beneath pond liner shall be reviewed and approved by the Engineer prior to the start of liner placement.
- B. Place pond liner a minimum of one foot thick or as indicated on the Drawings:
 - 1. Place pond liner so the top of the pond liner is one foot below pond bottom elevation.
 - 2. Place one foot of topsoil above the pond liner.
 - 3. Where riprap is present place liner a minimum of one foot thickness below riprap.
- C. Pond liner shall extend from pond bottom up pond slopes to an elevation one foot above the normal water level.

3.09 BOULEVARD GRADING

- A. Backfill Curb After It Has Hardened:
 - 1. Leave the boulevards within a tolerance of 0.3 feet plus or minus of finish grade prior to installation of private underground utilities.
 - 2. Compact the backfill material directly behind the concrete curb to meet the requirements of "Quality Control Compaction."
- B. Following installation of private underground utilities by others, re-grade entire boulevard area to the right-of-way, including the re-spreading of topsoil stockpiles located adjacent to the boulevard areas:
 - 1. It is intended that this work be done with 1 small dozer.

2. The extent of the final work and the hours of work shall be reviewed with the Engineer prior to any grading being done.
 3. Compaction is required as part of the backfill procedure.
- C. Reconstruction and Final Street Improvement Projects:
1. Grade, shape, and prepare boulevards disturbed by construction for topsoil and sod placement.
 2. Place, grade, and compact topsoil, minimum 6 inches thick.

3.10 BOULEVARD STRIPPING

- A. Final Street Improvement Projects:
1. Strip sod adjacent to bituminous curb prior to reclamation process.
 2. Haul and dispose of stripped material off of the Site.

3.11 FIELD QUALITY CONTROL

- A. The Owner shall have an independent testing laboratory perform the following tests. The location of the tests shall be determined by the Engineer:
1. Aggregate Backfill – Modified:
 - a. 1 gradation test per 1,000 tons of material placed.
 - b. 1 density test, monitored by Specified Density Method (nuclear), per 2,000 square yards of street constructed.
 2. Pond Liner Material:
 - a. 1 permeability test per pond of in place pond liner material.

END OF SECTION

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SECTION 31 23 13

SUBGRADE PREPARATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Grading, shaping, and compacting subgrade prior to placing an aggregate base or aggregate backfill materials.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Subgrade Preparation: Measurement by the square yards and shall be based on a width of 1 foot behind the back of curb, except as modified below. Payment at the Unit Price shall include all costs related to performing the Work in accordance with these Specifications, including shaping, grading, compacting, and tolerancing.
2. Subgrade Preparation - Trail or Sidewalk: Measurement by the square yards and shall be based on a width of 1 foot behind the edge of trail or sidewalk, except as modified below. Payment at the Unit Price shall include all costs related to performing the Work in accordance with these Specifications, including shaping, grading, compacting, and tolerancing.
3. Geotextile Fabric: Measurement by the square yard of area covered with no allowance for overlaps, according to type installed. Payment will include all costs related to furnishing and placing fabric.
4. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

A. Minnesota Department of Transportation "Standard Specifications for Construction", 2020 Edition (MnDOT Spec.):

1. 1103 – Definitions.
2. 2106 – Excavation and Embankment – Compacted Volume Method.
3. 2108 – Geosynthetic Construction Materials.
4. 2111 – Test Rolling.
5. 2112 – Subgrade Preparation.
6. 3733 – Geosynthetic Materials.

1.04 SEQUENCING AND SCHEDULING

- A. Perform subgrade preparation prior to placement of the aggregate base or aggregate backfill material.**
- B. Complete subgrade preparation for streets, driveways, walks, and parking lots immediately after installation of pipe as part of trench backfill and compaction when project includes pipe installation.**

1.05 DEFINITIONS

- A. Subgrade Preparation – grading, shaping, and compacting existing soil below the top of subgrade as defined in MnDOT Spec. 1103.

1.06 SUBMITTALS

- A. Submit Manufacturer's Certificate of Compliance for the following items:
 - 1. Geotextile Fabric.

PART 2 PRODUCTS

2.01 GEOTEXTILE FABRIC

- A. Provide geotextile meeting the requirements of MnDOT 3733.2.
- B. MnDOT Type 7 – Needle-punched nonwoven meeting the requirements of Table 3733.2-1.

PART 3 EXECUTION

3.01 GENERAL

- A. Subgrade preparations shall be performed to produce the required density, grade, and cross-section.
- B. At the end of each day and prior to placement of aggregate base, the contractor shall eliminate surface indentations, including those caused by sheeps foot rollers and tractor cleats, and roll the surface with a steel wheel or rubber tire roller.

3.02 PREPARATION

- A. If the subgrade is unstable and the instability is due to excessive moisture, the subgrade shall be scarified and dried over a reasonable time period. When the material has reached acceptable moisture limits, the material shall be returned to the roadbed and compacted into place to the proper elevation. If the material continues to be unstable, the Engineer may authorize the removal of the undesirable material as subgrade excavation.
- B. Test roll subgrade conforming to MnDOT Spec. 2111, or as modified herein:
 - 1. The equipment used for test rolling shall be a Tandem Truck with a gross weight of 45,000 pounds.
 - 2. If rutting is greater than 1/2 inch, subgrade excavation and aggregate backfill will be required.
- C. Once the subgrade has been test rolled and accepted by Engineer, no traffic or construction equipment shall be permitted to operate directly on the subgrade without the prior approval of Engineer.
- D. In the event that inclement weather occurs after a test roll, and prior to placement of the aggregate base or backfill material, the test roll shall be voided and a new test roll shall be performed.

3.03 COMPACTION

- A. Conform to MnDOT Spec. 2106.3.G.1, or as modified herein:
 - 1. For the Specified Density Method, the Engineer will sample and test the soils to determine the Maximum Density and Optimum Moisture.
 - 2. The Owner will have an independent testing laboratory perform the following test, as minimum. The tests will be taken on the compacted subgrade at the location and testing rates designated by the Engineer. Nuclear density testing shall be considered an approved method:
 - a) 1 density test for every 2000 square yards of street in the upper 3 feet of subgrade (100 percent density zone) at varying distances either side of centerline. Note: This is done if subgrade excavation is not required.
 - b) 1 density test for every 500 lineal feet of trail or sidewalk in the upper 3 feet of subgrade (100 percent density zone) at varying distances either side of centerline. Note: this is done if subgrade excavation is not required.

3.04 FINISH OPERATIONS

- A. Subgrade tolerance shall conform to MnDOT Spec. 2112.3.E.

3.05 GEOTEXTILE FABRIC

- A. Install in accordance with MnDOT 2108.3A and as described herein:
 - 1. If multiple pieces of geotextile are required, overlap joints between separate pieces of fabric a minimum of 2'.

END OF SECTION

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SECTION 32 11 23

AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Requirements for aggregate base course on a prepared subgrade and gravel driveway patching.
- B. Related Sections:
 - 1. Section 31 23 00 - Excavation and Fill.
 - 2. Section 32 23 13 - Subgrade Preparation.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Conform to MnDOT Spec. 2211.4 and 2211.5 For Measurement and Payment except as modified herein:
 - 1. Aggregate Base, Virgin Class 5: This Bid Item is for aggregate base placed in the streets and aggregate base placed below new concrete driveways, concrete medians, concrete approach noses, and valley gutters as described in section 32 13 14. Measurement per ton of material compacted in place as determined from weight tickets delivered to the Engineer.
 - 2. Aggregate Base, Virgin Class 5 - Trail or Sidewalk: Measurement per ton of material compacted in place as determined from weight tickets delivered to the Engineer.
 - 3. Finish Grading – Street: Measurement per square yard of surface area to be paved.
 - 4. Finish Grading – Trail or Sidewalk: Measurement per square yard of surface area to be paved or covered with concrete sidewalk.
 - 5. Shoulder Base Aggregate, Virgin Class 2: Measurement per ton of material compacted in place as determined from weight tickets delivered to the Engineer.
 - 6. Patch Gravel Driveway: Measurement per ton of material compacted in place as determined from weight tickets delivered to the Engineer. Payment will include all costs related to patching the driveway, including excavation and aggregate base.
 - 7. If the aggregate base course material is being wasted or placed excessively thick, the Owner reserves the right to deduct quantities that are in excess of Drawing thickness. Said quantities shall be based on material weighing 110 pounds per square yard of area per inch of thickness.
 - 8. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation “Standard Specifications for Construction”, 2020 Edition (MnDOT Spec.):
 - 1. 2211 - Aggregate Base.
 - 2. 2221 - Shoulder Base Aggregate.
 - 3. 3138 - Aggregate for Surface and Base Courses.

1.04 SUBMITTAL

- A. Submit gradation report on sample of aggregate base to be used.
- B. Submit aggregate quality testing per MnDOT 3138.2.B virgin aggregates.

1.05 DEFINITIONS

- A. Finish Grading: Grading, shaping, compacting, and tolerancing of new gravel base, existing gravel base, reclaimed material, existing gravel base that has been supplemented with Aggregate Base, or reclaimed material that has been supplemented with Aggregate Base.

1.06 SEQUENCING AND SCHEDULING

- A. Construct aggregate base only after all of the following have been completed:
 - 1. Top of subgrade or surface of aggregate backfill has been approved by Engineer.
 - 2. If aggregate backfill is required, a minimum 400 lineal feet of roadway has been placed, compacted, shaped, graded, and checked for conformance to line and grade tolerances.
 - 3. The Boulevard has been graded to within 6 inches of finished grade per typical section.
- B. Provide notice by 3:00 P.M. of any aggregate base placement for the following day, to allow time for scheduling aggregate backfill compaction testing prior to any aggregate base being placed.
- C. Finish grading of gravel base prior to placing bituminous surface shall not be performed until initial curb backfilling is complete.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Aggregate Base within Street:
 - 1. Conform to MnDOT Spec. 3138.2.B Virgin class 5 aggregate, except as modified herein:
 - a. The City reserves the right to reject the material in lieu of a deduct.
 - 2. Conform to MnDOT Spec. 3138.2.E, Table 3138.2-3 for gradation requirements.
- B. Aggregate Base within Trail, Sidewalk, or paved driveway:
 - 1. Conform to MnDOT Spec. 3138.2.B Virgin class 5 aggregate, except as modified herein:
 - a. The City reserves the right to reject the material in lieu of a deduct.
 - 2. Conform to MnDOT Spec. 3138.2.E, Table 3138.2-3 for gradation requirements.
- C. Aggregate surface driveway and shoulder base aggregate:
 - 1. Conform to MnDOT Spec. 3138.2.B Virgin class 2 aggregate.
 - 2. Conform to MnDOT Spec. 3138.2.E, Table 3138.2-3 for gradation requirements.

PART 3 EXECUTION

3.01 GENERAL

- A. Finish Grading:

1. Supplement existing gravel base with Aggregate Base, Class 5, as required to meet specified tolerances.
2. Grading and Shaping Aggregate Base shall be considered grading, shaping, compacting, and tolerancing material from 0 to 2 inch depth.

3.02 PREPARATION

A. Street:

1. Prepare the subgrade in accordance with Section 31 23 13.
2. Prepare the surface of the aggregate backfill in accordance with Section 31 23 00.

3.03 CONSTRUCTION REQUIREMENTS

A. Conform to MnDOT Spec. 2211.3, except as modified herein:

1. Compaction shall conform to 2211.3.D.2.c, Table 2211.3-3 Penetration Index Method or Specified Density (100% Standard Proctor Density) as directed by the Engineer.
2. Pneumatic Roller is required for compaction on all aggregate base courses with recycled bituminous (e.g. reclamation projects, etc.).
3. Install aggregate base in accordance with details on Drawings.
4. Deliver weight tickets to Engineer daily.
5. Patch gravel driveways to the thickness shown on the Drawings.

3.04 FIELD QUALITY CONTROL

A. The Owner shall perform Agency Verification Testing (VT) by use of an independent testing laboratory to sample the aggregate base materials, determine the moisture/density relationships, gradations, and perform field moisture tests and field density (DCP) tests at locations determined by Engineer. The following are minimum testing rates:

1. 1 gradation test per 500 ton of material placed.
 - a. Contractor shall provide split sample of aggregate base material for gradation test.
2. 1 density test per 2,000 square yards of street gravel surface, minimum 3 DCP tests per Project.
3. 1 density test per every 500 feet of trail or sidewalk, minimum 3 DCP tests per Project.
4. 1 moisture test per Project during compaction.
5. Density testing (DCP) at the curb lines prior to concrete curb and gutter placement is at the discretion of the Engineer.

B. The Owner shall perform Agency Verification Testing (VT) by use of an independent testing laboratory to sample reclaimed gravel base materials, determine the moisture/density relationships, gradations, and perform field moisture tests and field density tests (DCP) at locations determined by Engineer. The following are minimum testing rates:

1. 1 gradation test per 500 ton of material placed.
 - a. Contractor shall provide split sample of reclaimed gravel base material for gradation test.
2. 1 density test per 2,000 square yards of gravel surface, minimum 3 DCP tests per Project. Full depth reclamation (Shear Strength Method) DCP testing if depth of reclaimed gravel is greater than 8 inches.

C. The Owner will not allow a "Roll Test" as a method of measuring acceptance of the final aggregate base surface.

- D. Line and Grade Tolerance for Aggregate Base or Reclaimed Aggregate Base: The final aggregate base or reclaimed aggregate base surface will be checked for conformance to specified tolerances by the “stringline” method. Grade shall be ± 0.03 feet of grade. Notify Engineer a minimum of 4 hours (one half day) prior to paving to allow for the “Field Quality Control” tolerance check.
- E. Line and Grade Tolerance for Trail and Sidewalk: The final aggregate base surface needs to be graded and toleranced. Grade tolerance shall be $\pm 3/8$ inch as measured with a 10 foot straight edge. Notify Engineer a minimum of 4 hours (one half day) prior to paving to allow for the “Field Quality Control” tolerance check.

3.05 PROTECTION

- A. Protect aggregate base until it is covered by surface pavement.
- B. Keep aggregate base free of ruts and irregularities until covered by surface paving.
- C. Place water on aggregate base for dust control as required, to eliminate nuisance conditions for adjacent properties.

END OF SECTION

SECTION 32 11 25
FULL DEPTH RECLAMATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Reclamation of the existing bituminous surfacing and a portion of the underlying existing base material.
- B. Related Sections:
 - 1. Section 31 23 00 - Excavation and Fill.
 - 2. Section 31 23 13 - Subgrade Preparation.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Full Depth Reclamation: Measurement per square yard, based on the width of the existing pavement, regardless of depth of reclamation required:
 - a. Payment for leveling and compaction of the material immediately after it is reclaimed is to be included in the Bid Unit Price per square yard.
 - b. The Bid Unit Price is to include the motor grader and any water necessary to maintain the reclaimed material until paved.
 - 2. Finish grading and tolerancing of reclaimed material prior to paving shall be per Section 32 11 23.
 - 3. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction", 2020 Edition (MnDOT Spec.):
 - 1. 2215 - Reclamation.

1.04 SEQUENCING AND SCHEDULING

- A. Reclamation will be performed at locations shown on the drawings.
- B. Provide 48 hours' notice prior to beginning the reclamation process.
- C. Initial grading/leveling and interim compaction of the reclaimed material by a motor grader and rubber-tired roller is required immediately following the reclamation process.
- D. Reclamation and base stabilization process can not be performed while rain is occurring.
- E. Maintain access to all residents during the reclamation and tolerancing process.

PART 2 PRODUCTS

2.01 MATERIALS

A. Reclaimed material – Pulverized Aggregate:

1. Pulverize the full depth of the existing bituminous material and underlying base materials until 100-percent passes the 3 inch sieve size and 97-percent or more pass the 1.5 inch sieve size.

B. Contractor's Gradation Quality Control (QC):

1. The Contractor shall be responsible for gradation control by testing the reclaimed material at a rate of 1 test per 5,000 square yards, with a minimum 1 test per day.
2. Provide the Engineer a verification sample for Quality Assurance testing at the discretion of the Engineer. This shall be a split sample taken by the Contractor.

PART 3 EXECUTION

3.01 GENERAL

- A. Create an aggregate base course composed of the existing bituminous pavement and a portion of the existing underlying base material.
- B. The reclamation process cannot be performed during rain events. Compact reclaimed material prior to rain events.
- C. Disposal of the oversize bituminous pieces, within the Right-of-Way, will not be permitted. Any oversize bituminous pieces found in the Right-of-Way shall be removed by the Contractor and at the Contractor's expense.
- D. Access to all residents shall be maintained during the reclamation and tolerancing process.
- E. The resulting reclaimed material could contain diesel range organics (DRO) which must be disposed of in accordance with MPCA requirements.

3.02 EQUIPMENT

A. Conform to MnDOT Spec. 2215.D.1 except as modified herein:

1. Reclaiming Machine:
 - a. Equipment to be hydrostatically driven.
 - b. Computerized operation controls.
 - c. Rotating cutter drum to operate parallel to the existing road surface, providing a uniform section across the entire roadway.
 - d. Capable of cutting up to a 12 inch depth in 1 pass.
 - e. Equipment exhaust must be on the top and not the side.

3.03 PREPARATION

- A. Remove grass and other vegetation from the edge of the existing pavement to prevent contamination of the pulverized material during the reclamation process. Remove this material per Section 31 23 00.

3.04 PLACING AND COMPACTING

- A. Finish grading, compaction, and tolerancing of the reclaimed material shall conform to Section 32 11 23.
- B. Control moisture content of reclaimed material 3 to 7-percent by dry weight during the initial leveling/compaction and final shaping and tolerancing process as incidental to reclamation.
- C. The maximum reclaimed layer thickness for compaction shall be 8 inches.
- D. Removal of excess reclaimed material shall be per Section 31 23 00.

3.05 THICKNESS REQUIREMENTS

- A. Typical reclaimed section varies. Refer to typical sections on Drawings.

END OF SECTION

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SECTION 32 12 01

FLEXIBLE PAVING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Hot plant mixed asphalt-aggregate mixtures for wearing and non-wearing courses.
 - 2. Bituminous tack coat.
- B. Related Sections:
 - 1. Section 01 57 13 - Temporary Erosion and Sediment Control.
 - 2. Section 02 41 13 - Selective Site Demolition.
 - 3. Section 31 23 00 - Excavation and Fill.
 - 4. Section 32 11 23 - Aggregate Base Courses.
 - 5. Section 33 05 18 - Adjust Miscellaneous Structures.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Method of measurement and payment shall conform to MnDOT Spec. 2360.4 and 2360.5, except as modified herein.
 - 2. Bituminous Material for Tack Coat: Measurement per gallons based on volume at 60 degrees F.
 - a. Payment for bituminous material used for Tack Coat includes compensation in full for all costs incidental to the furnishing and application at the Bid Unit Price per gallon.
 - b. Cleaning of all debris and dirt from the previous bituminous surfaces prior to placement of Tack Coat is included in the Bid Unit Price for Tack Coat.
 - c. Payment for the accepted quantity of asphalt emulsion shall be at the Contract price per unit of measure for undiluted asphalt emulsion.
 - d. Payment for tacking exposed edges of existing bituminous surfaces and concrete curb and gutter in conjunction with initial lift placement is considered incidental to the placement of the initial lift.
 - 3. Bituminous Mixtures: Measurement by ton by mix design. Payment shall be made in accordance with the acceptance and payment schedules provided in MnDOT Spec. 2360.
 - a. The Bid Unit Price includes both the bituminous course mixture and asphalt binder material.
 - b. Partial payment will not exceed 70-percent of the total calculated payment until the required testing and product documentation is received and found to be acceptable to the Engineer.
 - c. Payment for the bituminous final lift will not be made until the corresponding signing and pavement markings have been installed.
 - 4. Preparation of Bituminous Initial Lift consists of final clean up of the bituminous initial lift prior to paving final lift:
 - a. Street Sweeper with power pickup broom, including operator: per hour
 - b. Skidsteer (Bobcat), including operator: per hour

5. Patch Bituminous Driveway and Patch Bituminous Trail: Measurement per square yard. Payment will include all costs related to patching the driveway or trail to the thicknesses shown on the Drawings, including excavation, subgrade preparation, aggregate base, and the bituminous wearing course:
 - a. Saw cutting just prior to paving will be paid separately, per Section 02 41 13.
 - b. Removing bituminous pavement will be paid separately, per Section 02 41 13.
 - c. The Bid Unit Price includes both the bituminous course mixture and asphalt binder material.
6. Remove and Replace Bituminous Driveway and Remove and Replace Bituminous Trail: Measurement per square yard. Payment will include all costs related to patching the driveway or trail to the thicknesses shown on the Drawings, including sawcutting just prior to paving per Section 02 41 13, removing bituminous pavement per Section 02 41 13, excavation and subgrade preparation, aggregate base, and the bituminous wearing course.
7. Patch Bituminous Street: Measurement per square yard. Payment will include all costs related to patching the street to the thicknesses shown on the Drawings, including excavation, aggregate backfill, Class 5 aggregate base, bituminous initial lift(s), tack coat(s), and bituminous final lift:
 - a. Saw cutting just prior to paving will be paid separately, per Section 02 41 13.
 - b. Removing bituminous pavement will be paid separately, per Section 02 41 13.
8. Remove and Replace Bituminous Street: Measurement per square yard. Payment will include all costs related to patching the street to the thicknesses shown on the Drawings, including sawcutting just prior to paving per Section 02 41 13, removing bituminous pavement per Section 02 41 13, excavation and subgrade preparation, aggregate backfill, Class 5 aggregate base, bituminous initial lift(s), tack coat(s), and bituminous final lift.
9. Bituminous Wedge: Measurement per ton. Payment will include all costs related to constructing the Bituminous Wedge per the Standard Detail and as specified:
 - a. Silt fence placed behind the curb and adjacent to the Bituminous Wedge will be paid per Section 01 57 13.
10. Bituminous sawcutting or milling that is required for joint construction will be paid per Section 02 41 13:
 - a. Removal of temporary bituminous ramps is considered incidental to the sawing bituminous pavement or milling Bid Item.
11. Bituminous Incentive and Disincentive Allowance: The allowance indicated in the Bid Form is maximum incentive based on the Engineer's estimated unit prices for the various bituminous bid items. The final incentive and disincentive will be based on the actual unit prices in the contract award. Payment will be based on the actual incentive or disincentive determined under MnDOT Spec. 2360.5.B.13, for bituminous placed per Paragraph 3.07. Example: if the allowance in the Bid Form is \$10,000 and the incentive is determined by the Engineer to be \$2,500, a quantity of 0.25 will be paid under the lump sum bid item, resulting in a total price of \$2,500 (i.e. $\$10,000 \times 0.25 = \$2,500$). Similarly, if a disincentive is determined to be \$1,525, a quantity of -0.1525 will be paid, resulting in an amount of -\$1,525 (i.e. $\$10,000 \times -0.1525 = -\$1,525$).
12. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation “Standard Specifications for Construction” 2020 Edition (MnDOT Spec.):
 - 1. 2360 – Plant Mixed Asphalt Pavement.
 - a. Within this document replace the words “Department Bituminous Engineer” or “District Materials Engineer” with the word “Engineer”.
 - 2. 2357 – Bituminous Tack Coat.
 - 3. 3139 – Graded Aggregate for Bituminous Mixtures.
 - 4. 3151 – Bituminous Material.
- B. American Society of Testing and Materials (ASTM):
 - 1. ASTM D2950 - Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods.

1.04 SUBMITTALS

- A. Submit mixture design report to the Engineer. Conform to MnDOT Spec. 2360.2.E.5.b(2), 2360.2.E.9, 2360.2.F, and 2360.2.G.8.
- B. Submit mix design report for all projects, regardless of the size of the project.
- C. Submit Q/C results in accordance with MnDOT Spec. 2360.2.G.1, 2360.2.G.4 and MnDOT’s most recent Materials Control Schedule.
- D. Submit Q/C testing for Class B aggregates included in mix designs based on the following schedule:
 - 1. For every 5,000 tons of bituminous mixture placed on the project, or for mix placed 30 days after the previous submittal, perform and submit the following Q/C testing from Class B aggregate stockpile:
 - a. Soundness Testing (ASTM C 88)
 - b. Loss by Abrasion and Impact (ASTM C 131)
 - 2. Aggregate testing requirements shall be submitted on a per project basis. Individual tests and submittals are required for each project.
- E. Submit final lift paving schedule while providing a continuous operation to the extent feasible.

1.05 DEFINITIONS

- A. “Special” Mixture: A bituminous mixture that does not allow the use of Recycled Asphalt Pavement (RAP), MnDOT 3139.2.A.2.k; Recycled Asphalt Shingles (RAS), MnDOT 3139.2.A.2.h; Ash, MnDOT 3139.2.A.2.j; and Crushed Concrete and Salvaged Aggregate, MnDOT 3139.2.A.2.i.
- B. Irregular Paving:
 - 1. The entire circular portion “bubble” of a cul-de-sac.
 - 2. Portion of pavement that extends beyond the standard width of a street based on the width shown on the typical sections provided in the plan set.
- C. Street Paving: Paving of any portion of roadway except those defined as Irregular Paving.

1.06 SEQUENCING AND SCHEDULING

- A. Engineer will schedule Correlation Process for Nuclear Gauge Density Testing with the Prime Contractor's or Paving Subcontractor's (if appropriate) designated Quality Control Tester and Owners Verification Tester a minimum of 1 week prior to the first day of paving.
- B. Prime Contractor is responsible for scheduling an onsite pre-paving meeting with the Owner, Engineer, Paving Subcontractor (if appropriate), including the Paving Forman a minimum 24 hours prior to the paving operations.
- C. Aggregate base and concrete curb and gutter to be completed and approved by the Engineer prior to placement of bituminous surfaces.
- D. Concrete pedestrian ramps to be completed and approved by the Engineer prior to placement of bituminous trail.
 - 1. Concrete pedestrian ramps must be protected during paving of bituminous trail. Method of protection must be approved by the Engineer.
- E. Concrete valley gutters to be completed and approved by the Engineer prior to placement of bituminous street.
 - 1. Concrete valley gutters must be protected during paving of bituminous street. Method of protection must be approved by the Engineer.
- F. Provide notice by 2:00 P.M. the day prior to any bituminous placement to allow for scheduling of the following activities. Notice must include mix designation, start time of placement, plant producing mix, and Foreman onsite during paving operations:
 - 1. Aggregate base DCP tests, per Section 32 11 23, prior to any bituminous being placed.
 - 2. Inspection of paving operations by a City representative, no paving will be allowed or accepted without inspection.
 - 3. Bituminous plant testing if required.
- G. Provide 48 hour notice for scheduling and noticing of the residents prior to paving operations.
- H. Sweeping of pavement must occur immediately prior to placement of the final lift. Swept surface must be approved by the Engineer prior to the placement of the final lift.
- I. Adjust structures prior to placement of bituminous wedge or bituminous final lift as specified in Section 33 05 18.
- J. Bituminous Wedge Placement:
 - 1. Minimum 6 days after placement of first lift of bituminous pavement.
 - 2. Completed prior to Private Utility Installation.
- K. Sidewalks, trails, and final restoration must be completed prior to final lift paving.
- L. Sequence Work to avoid construction traffic on the final lift.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Mixture Designation: Conform to MnDOT Spec. 2360.1.B, except as modified in the drawings and Bid Form:
 - 1. Residential Streets (Low Volume):
 - a. Wearing Course (Final Lift) = SPWEA330C, Special.
 - b. Wearing Course (Initial Lift) = SPWEA330C.
 - 2. Trails: Wearing Course = SPWEA230C.
 - 3. Driveways and Patching: Wearing Course = SPWEA230B.
 - 4. Bituminous Wedge: Non Wear Course = SPNWA230B.
- B. Conform to MnDOT Spec. 2360.2 and 3139 except as modified herein:
 - 1. Recycled Asphalt Shingles (RAS), MnDOT Spec. 3139.2.A.2.h, are not allowed in the wearing course mixtures.
 - 2. Ash, MnDOT Spec. 3139.2.A.2.j will not be allowed in the wearing course mixtures.
 - 3. Warm Mix Asphalt (WMA) will not be accepted as an approved alternative to HMA.
 - 4. See paragraph 1.05A for "Special" Mixture definition.
- C. Bituminous Tack Coat:
 - 1. Bituminous Material: Conform to MnDOT Spec. 2357:
 - a. Emulsified Asphalt, Cationic, CSS-1 or CSS-1h.
- D. Asphalt Binder Material: Conform to MnDOT Spec. 2360.1.B, Table 2360.1-2; MnDOT Spec. 3151 and as identified in the Mix Designation.
- E. Mixture Design: Conform to MnDOT Spec. 2360.2.E.

PART 3 EXECUTION

3.01 GENERAL

- A. Conform to the requirements of MnDOT Spec. 2360.3, except as modified herein.
- B. Review the proposed paving sequence with the Engineer prior to placement of each bituminous course (lift).
- C. The proposed sequence shall address the: longitudinal seams, compaction, traffic control, hauling routes, and placement of pavement markings.
- D. Preparation of Bituminous Lower Lift:
 - 1. Final clean up of the bituminous surface with the use of a power pickup broom and front end loader/skidsteer.
 - 2. Street sweeping operations must include the application of water to effectively make the pavement free and clear of material and debris to allow for successful application and adhesion of bituminous tack coat to the pavement. The appropriate amount of water shall be applied, eliminating dust as part of the sweeping operations.

- E. Bituminous Driveway Patching:
 - 1. Paving requires two lifts.
 - 2. Tack coat prior to final lift.
 - 3. Protection of concrete curb, incidental to placing both lifts of bituminous.
- F. Adjust structures conforming to the requirements of Section 33 05 18:
 - 1. Have a valve wrench on site during the paving operations for the purpose of final adjustments to the valve boxes to meet the specified tolerances. This work shall be considered incidental to the valve box adjustment bid item.
- G. Joints: Where new construction meets existing bituminous surfacing, the existing surface shall be uniformly milled or saw-cut straight, and bituminous tack coat applied prior to placement of each bituminous course (lift):
 - 1. For joint construction, an existing bituminous surface shall be considered to include any bituminous surface not paved on the same day as the new construction. The Owner may require milling or sawcutting on surfaces paved the same day, if, in the opinion of the Owner, the mix has cooled to a point where a new milled or sawed edge is necessary
 - 2. Construct 2 foot wide (min.) ramp where new construction does not match existing construction (i.e. initial lift to final lift).
 - 3. Longitudinal Joints: Utilize Maryland Joint construction method.
- H. Finish bituminous surface shall be flush with concrete surface at curb depression for pedestrian curb ramps.

3.02 RESTRICTIONS

- A. Conform to MnDOT Spec. 2360.3.A, except as modified herein.
- B. Following the street sweeping operations, the condition of the pavement surface must be approved by the Engineer prior to paving.
- C. Existing bituminous surfaces must be dry prior and during placement of any bituminous pavements.
- D. Bituminous surfaces shall not be constructed on frozen gravel base.
- E. Final Lift shall not be placed when the air temperature in the shade and away from artificial heat is 50 degrees or less.

3.03 EQUIPMENT

- A. Conform to MnDOT Spec. 2360.3.B.
- B. Nuclear Gauge:
 - 1. Troxler or Seaman Gauge capable of completing required tests.
 - 2. Contractor must provide a minimum of two gauges designated for the project.
 - 3. Nuclear gauges must be calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.

4. Contractor must conform to all Minnesota Department of Health requirements.

3.04 REQUIRED PERSONNEL

- A. Contractor must designate a Quality Control Tester to perform Nuclear Gauge Density Testing. Quality Control Tester must be able to provide proof of a minimum of 25 hours field experience performing Nuclear Gauge Testing.

3.05 TREATMENT OF SURFACE

- A. Bituminous Tack coat shall conform to MnDOT Spec. 2357, except as modified herein.
- B. Restrictions:
 1. The tack coat shall not be applied when the road surface is wet or when the weather conditions are unsuitable.
 2. The area for tack coat application shall be limited as directed by the Engineer.
 3. The Contractor shall have sole responsibility of claims of tack coat on personal property due to lack of notification or signage of the area being tack coated.
 4. No tack coat prior to placement of bituminous wedge.
 5. Cleanup of tack coat material tracked and build up onto adjacent roadway surfaces by truck hauling shall be performed on a daily basis, or as directed by the Engineer.
- C. Distributor Equipment: Conform to MnDOT Spec. 2360.3.B.2.d, except as modified herein:
 1. The Engineer at anytime can direct the Contractor to perform test strip to determine if the equipment is applying the specified application rate for the emulsion. All cost associated with this test strip is considered incidental to the tack application.
- D. Road Surface Preparation: Conform to MnDOT Spec. 2357.3.C.
- E. Application:
 1. At a uniform rate conforming to MnDOT Spec. 2357.3.D, but not greater than 0.07 gallon per square yard, new asphalt.
 2. Along the front edge of the concrete curb and gutter, prior to placement of bituminous initial lift.

3.06 MIXTURE QUALITY CONTROL

- A. Mixture Quality Management (Quality Control/Quality Assurance): Conform to MnDOT Spec. 2360.2.G., except as modified herein:
 1. Quality Assurance testing will be completed at the discretion of the Engineer, testing rates will not exceed Table 2360.2-7 and 2360.2-8.
- B. Bituminous plant inspections are required on all publicly bid projects and will be scheduled by Engineer.

3.07 PAVEMENT DENSITY

A. General:

1. This contract will utilize Nuclear Density Gauge testing for density determination for all pavement except as noted. Density testing shall be completed as described in this section and in accordance with MnDOT 2360.3.D.1 except as modified herein:
 - a. Delete the first paragraph of MnDOT 2360.3.D.1 and replaced with the following:
 - 1) Compact the pavement to at least the minimum required maximum density values in accordance with Table 2360.3-1.
 - b. Delete the first sentence of MnDOT 2360.3.D.1.e and replace with the following:
 - 1) Complete compaction within 8 hours of mixture placement and before completing density testing. All density testing must be done as soon as practical after the compaction process and before opening to traffic.
 - c. Modify Table 2360.3-3 as indicated below:

Daily Production (Tons)	Lots
0 to 1,000	1
1,001 to 2,000	2
2,001 to 3,600	3
3,601 to 5,000	4
5,001 +	6
 - d. Delete the following sections:
 - 1) 2360.3.D.1.h.
 - 2) 2360.3.D.1.i.
 - 3) 2360.3.D.1.j.
 - 4) 2360.3.D.1.k.
 - 5) 2360.3.D.1.l.
 - e. Delete the third sentence in the 1st paragraph of MnDOT Section 2360.3.D.1.m and replace with the following:
 - 1) The Contractor must notify the Engineer, in writing, by the third day of Paving or 1 day prior to the last day of paving of the first lift (whichever is sooner) of their intent to wave Maximum Density.
 - f. Pathways, Driveways, Patching shall conform to MnDOT Spec. 2360.D.2.

B. Longitudinal Joint Density, delete the following:

1. 2360.3.D.1.n.
2. 2360.3.D.1.o.
3. 2360.3.D.1.p.

C. Nuclear Gauge Correlation:

1. The QC (Contractor), Verification (Owner), and back-up gauges used on the project must complete the correlation process a minimum of one week prior to paving operations.
2. Engineer shall select a section of existing pavement to be used as the test site for the correlation process. The section does not have to be the same mix design.
3. Correlate all gauges to be used for density measurement on the project (minimum of two QC & two Verification).

- a. QC and Verification gauges will be correlated with Correlation Core results to determine a correction factor for each gauge. Correlation Cores will be obtained and tested by the Owner.
 - 4. All results for the Correlation Process must be recorded on the **Nuclear Gauge Correlation** form. The Owner will complete the form once core testing is complete, then will send it to the Contractor. The form should be completed and submitted to the Engineer prior to the first day of paving.
 - 5. Nuclear Gauge Correlation process may be waved at the Owners discretion on projects that do not include state of federal funding.
- D. Reference Site Monitoring:
- 1. After performing the gauge correlation process, the Engineer shall establish a project reference site. Reference site shall consist of a flat surface of concrete, asphalt or other material that will not be disturbed during the duration of the project and must be clearly marked. Perform reference site monitoring of all QC and QV gauges used on the project at the reference site.
 - 2. See Reference Site Summary – Instructions for the process.
 - a. Complete **Reference Site Summary** form and **Reference Site Daily Record** form as required.
- E. Target Maximum Density:
- 1. The target value is established using the mixture maximum specific gravity (Gmm). For the first day of paving with a mix design the target maximum density will be the Gmm value indicated on the mix design times 62.24 to get lb/ft³. The target maximum density for all other days will be the running average of four Gmm tests at the end of the previous day times 62.24 for your new lb/ft³. If four tests have not been completed the first day, the average of the first day's Gmm tests must be used for the second day target lb/ft³. This process will continue until a running average of four is established.
- F. Use of Nuclear Gauges on Bituminous Pavement:
- 1. During testing, the gauge must be placed on a flat level surface on the material being tested. The longest dimension of the gauge must be parallel and perpendicular to the longitudinal edge of the pavement.
 - 2. Conform to ASTM D2950 Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods. Provide Engineer a copy of documented results from daily check at the end of each day. Perform nuclear gauge measurements using gamma radiation in the backscatter position. Each test shall be for a duration of 4 minutes of nuclear gauge count time.
- G. Contractor Quality Control Testing:
- 1. General:
 - a. Paving lots will be established, tested, and evaluated separately for each paving layer and mix type.
 - b. All test locations will be determined by the Engineer at random locations. The Engineer will provide test locations following compaction of the pavement. Two individual tests will be required at each test location. The second test shall be taken with the gauge rotated 90 degrees from the first test. The average of the two tests will be recorded and submitted to the Engineer at the end of each paving day.

- c. If the Engineer requests, additional testing may be required at no additional cost to the owner. Additional test results may be incorporated into the calculations for average lot density.
 - d. Density testing will be required at the discretion of the Engineer when the production of a specific mix type is between 0 to 300 tons.
 - 2. Street Paving Density:
 - a. Density tests will be performed on equal size lots based on the design street section. Each lot will consist of 5 test locations.
 - 3. Irregular Paving Density:
 - a. Density tests will be performed on lots of bituminous mixture placed consisting of a minimum of one density test performed per each occurrence of irregular pavement. Each lot will contain a maximum of 5 tests.
- H. Owner Verification:
 - 1. General:
 - a. One Verification test will be performed on each lot of bituminous mixture placed.
 - b. The Verification test must be located at the same location as a QC test.
- I. Tolerance Comparison and Dispute Resolution:
 - 1. Tolerance Comparison
 - a. Compare Verification test with corresponding companion test taken at the same location. If the QC and Verification tests differ by more than 1.5lb/ft³ Owner will check two additional locations within the same lot and compare the average of three Verification tests with the average of three corresponding QC tests.
 - If the difference in average is greater than 1.5lb/ft³, the average of the Verification tests will be used for that lot, and the Contractor will pay the Owner \$100 for each additional test completed.
 - If the difference in average is less than 1.5lb/ft³, the Contractors QC results will be used and no further action will be required.
 - 2. The testers may check gauges with the reference site monitoring (Reference Site Summary form) to determine if one of the gauges is out of tolerance.
- J. Contractor required documentation shall include completing the documents listed below and provided at the end of this technical specification section:
 - 1. **Nuclear Gauge Correlation**
 - 2. **Reference Site Summary**
 - 3. **Reference Site Daily Record**

Providing the completed documents above is considered incidental to the placement of the specified bituminous mix.

3.08 THICKNESS AND SURFACE SMOOTHNESS REQUIREMENTS

- A. Conform to MnDOT Section 2360.3.E.
- B. Structure Adjustment – Conform to Section 33 05 18 for tolerances.

3.09 TEMPORARY BITUMINOUS WEDGE

- A. Where concrete curb and gutter is installed, construct a temporary bituminous wedge meeting the following requirements:
 - 1. 8 or 10 feet wide from front edge of concrete curb and gutter.
 - 2. Thickness to be 1/4 inch over curb and taper to meet the non wear course base course mat elevation.

3.10 PATCH BITUMINOUS STREET, DRIVEWAY, OR TRAIL

- A. Perform patching at locations shown on the Drawings or as directed by Engineer.
- B. Remove existing bituminous per Section 02 41 13.
- C. Saw cut existing bituminous per Section 02 41 13.
- D. Excavate to the bottom of the aggregate base or aggregate backfill layer as shown on the Drawings and dispose of material per Section 31 23 00.
- E. Place aggregate backfill, as required, per Section 31 23 00.
- F. Place aggregate base per Section 32 11 23.
- G. Place bituminous pavement.
- H. Driveway patching requires bituminous placement in two separate equal lifts.

END OF SECTION

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Nuclear Gauge Correlation

(Instructions on back)

Project		Contractor		Date	
Project No.		Plant		Verification Company	
Owner		QC Tester		Verification Tester	

Core Density Results

Correlation Test #	1	2	3		
A. Weight in Air					
B. S.S.D Weight					
C. Weight in Water					
D. Volume (B-C)					
E. Core Density ((B/D)x62.24)					

OWNER

Nuclear Density Readings	Gauge Serial No.		Standard Count	
F. Density 1				
G. Density 2				
H. Ave. Nuclear Density				
I. Individual Correction Factor (E-H), Show +/-				
Correction Factor to be applied to Nuclear Density Readings				

Nuclear Density Readings	Gauge Serial No.		Standard Count	
F. Density1				
G. Density2				
H. Ave. Nuclear Density				
I. Individual Correction Factor (E-H), Show +/-				
Correction Factor to be applied to Nuclear Density Readings				

CONTRACTOR

Nuclear Density Readings	Gauge Serial No.		Standard Count	
F. Density1				
G. Density2				
H. Ave. Nuclear Density				
I. Individual Correction Factor (E-H), Show +/-				
Correction Factor to be applied to Nuclear Density Readings				

Nuclear Density Readings	Gauge Serial No.		Standard Count	
F. Density1				
G. Density2				
H. Ave. Nuclear Density				
I. Individual Correction Factor (E-H), Show +/-				
Correction Factor to be applied to Nuclear Density Readings				

Nuclear Gauge Correlation

Instructions:

1. Engineer to locate and identify a minimum of three correlation test locations. (*Engineer*)
2. Complete daily standard count prior to starting test. (*Contractor, Owner*)
3. For each gauge to be used on project (minimum of two QC and two Verification) perform two density tests at each correlation test location. Each test shall be for a duration of 4 minutes. The second test shall be taken with the gauge rotated 90 degrees from the first test. Record results in chart (F & G). (*Contractor, Owner*)
4. Calculate the Average Nuclear Density (H) for each test location. (Contractor, Owner)
5. Obtain a Correlation Core at each correlation test location. (*Owner*)
6. Determine the core bulk specific gravity for each Correlation Core per MnDOT Laboratory Test Method 1810 (A-E). (*Owner*)
7. Calculate the Individual Correction Factor (I) for each correlation test location. (*Engineer*)
8. Calculate the Correction Factor (Average of I for all locations) to be applied to each nuclear gauge. (Engineer)

Sketch location of tests below

Reference Site Summary

(Instructions on back)

Project		Contractor		Date	
Project No.		Plant		Verification Company	
Owner		QC Tester		Verification Tester	

Bulk Density Readings

Gauge Serial No.		
QC/Verification		
Density 1A		
Density 1B		
Density 2A		
Density 2B		
Density 3A		
Density 3B		
Density 4A		
Density 4B		
Density 5A		
Density 5B		
Gauge Reference Value (Average)		

Daily Check

[illegible]

Reference Site Summary Instructions

Instructions:

1. Engineer to locate and identify a Reference Site. (*Engineer*)
2. Complete daily standard count prior to starting test. (*Contractor, Owner*)
3. For each gauge to be used on project (minimum of two QC and two Verification) perform five density tests at Reference Site. Each test shall be for a duration of 4 minutes and consist of two gauge readings.
The second test shall be taken with the gauge rotated 90 degrees from the first test. (*Contractor, Owner*)
4. Calculate the average for each gauge to establish a reference value. Use the established reference value as a control to monitor the calibration of the gauge during the duration of the project. (*Contractor, Owner*)
5. A minimum of once per day, on every day of paving operations, perform one test at the Reference Site.
Record test result on **Reference Site Daily Record**. (*Contractor, Owner*)
6. Compare daily test results for each gauge to the gauges Reference Value. If the daily result is within 1lb/cf of the Reference Value for that gauge proceed with project testing. If the daily result is not within 1lb/cf, investigate the cause of the difference. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests on the **Reference Site Daily Record**. If the average of five tests is within 1 lb/cf proceed with project testing. If the average of five tests is not within 1lb/cf remove the gauge from the project and use different gauge. (*Contractor, Owner*)

Sketch location of tests below

Reference Site Daily Record

Project		QC/V Company	
Project No.		QC/ V Tester	
Owner		Gauge Serial #	

Reference Site Value for Gauge No.

[illegible]

Nuclear Density Lot Testing Record

Project		Owner		Bid Item No.	
Project No.		Lot No.		Mix Design No.	
Contractor		Dates Paved		Required Density %	
QC Tester/Company		Streets		Total Tons	
QV Tester/Company				Design Thickness	

Testing Required (check min. once per day)

Contractor QC Tests						Owner QV Tests (Min 1 Per Lot)														
Test No.	1	-1	1	-2	1	-3	1	-4	1	-5	Ave	1	-5V	Individual Difference	1		1		Ave of 3 (If Req.)	Ave of 3 Difference
Street, Lane																				
Station Offset from L																				
Gauge Reading 1																				
Gauge Reading 2																				
Gauge Reading Ave																				
Max Theretical Specific Gravity gmm																				
Target Max Density gmm x 62.24																				
% of Max. Density																				
Date																				
Time																				

Test Remarks

If QV individual difference is greater than 1.5, QV perform 2 additional tests

If QV individual difference is less than 1.5, no additional tests required

If QV average of 3 tests difference is greater than average of 3 corresponding QC tests, verification tests will be used

If QV average of 3 tests difference is less than 1.5, no additional tests required

Nuclear Density Lot Testing Summary

Project		Contractor		Mix			
Project No.		Plant		Course			
Owner		QC Tester		Required Density %	93.0%		
QV Tester		Incentive Available	Yes	Disincentive Available	Yes		
				Total TN for lift			
Test	Lot No.	Date Paved	Location	Lot Ave. Density	Pay Factor	TN Represented	Incentive/Disincentive
QV QC	1						
QV QC	2						
QV QC	3						
QV QC	4						
QV QC	5						
QV QC	6						
QV QC	7						
QV QC	8						
QV QC	9						
QV QC	10						
Total							

SECTION 32 13 14

CONCRETE WALKS, MEDIANS, AND DRIVEWAYS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Cast-in-place concrete walkways, medians, driveways, and valley gutters.
- B. Related Sections:
 - 1. Section 02 41 13 - Selective Site Demolition.
 - 2. Section 31 23 00 - Excavation and Fill.
 - 3. Section 31 23 13 - Subgrade Preparation.
 - 4. Section 32 11 23 - Aggregate Base Courses.
 - 5. Section 32 16 13 - Concrete Curbs and Gutters.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. 6 Inch Concrete Sidewalk: Measurement per square yard:
 - a. Payment of the Bid Item shall include the following:
 - 1) Concrete materials.
 - 2) Subgrade and base preparation.
 - 3) Placement and finishing of materials.
 - 4) Labor and equipment.
 - 5) Curing and protection.
 - 6) Backfilling.
 - b. Excavation for concrete sidewalk shall be measured and compensated per Section 31 23 00.
 - c. Aggregate base beneath concrete sidewalk shall be measured and compensated per Section 32 11 23.
 - 2. Remove and Replace 6 Inch Concrete Sidewalk: This Bid Item shall be used for all concrete sidewalk removed and replaced on this Project without regard to thickness and is assumed to be all hand placed. Measurement per square yard based on in-place area of sidewalk removed and replaced:
 - a. Payment of the Bid Item shall include the following:
 - 1) Sawcutting at the removal limits.
 - 2) Removal and disposal of existing concrete and excess aggregate materials.
 - 3) Excavation and subgrade preparation.
 - 4) Aggregate base and concrete materials.
 - 5) Placement and finishing of materials.
 - 6) Labor and equipment.
 - 7) Curing and protection.
 - 8) Backfilling.

3. 6 Inch Concrete Pedestrian Curb Ramp: Measurement per square foot: Measurement of ramp shall not include adjacent concrete curb and gutter, which shall be measured and compensated separately.
 - a. Payment shall include the following:
 - 1) Concrete materials, including material under truncated dome.
 - 2) Subgrade and aggregate base preparation.
 - 3) Placement and finishing of materials.
 - 4) Labor and equipment.
 - 5) Curing and protection.
 - 6) Backfilling.
 - b. Excavation for concrete pedestrian ramp shall be measured and compensated per Section 31 23 00.
 - c. Aggregate base beneath concrete pedestrian ramp shall be measured and compensated per Section 32 11 23.
4. Remove and Replace 6 Inch Concrete Pedestrian Curb Ramp: Measurement of ramp per square foot based on in-place area of concrete remove and placed.
 - a. Measurement of ramp shall not include adjacent concrete curb and gutter, which shall be measured and compensated separately.
 - b. Payment shall include the following:
 - 1) Sawcutting at the removal limits.
 - 2) Removal and disposal of existing concrete, bituminous, and excess aggregate materials.
 - 3) Excavation and subgrade preparation.
 - 4) Aggregate base materials, placement, and preparation.
 - 5) Concrete materials, including material under truncated dome.
 - 6) Placement and finishing of materials.
 - 7) Labor and equipment.
 - 8) Curing and protection.
 - 9) Backfilling.
5. Truncated Dome Panel, which is part of the concrete pedestrian curb ramp: Measurement per square foot:
 - a. Payment shall include the following:
 - 1) Truncated panel materials.
 - 2) Placement of truncated panels.
 - 3) Joint sealing material.
 - 4) Protection of truncated panels during construction.
 - b. Radial truncated domes will be measured along the long cord and multiplied by 2 feet to compute square feet.
6. 6 Inch Concrete Driveway (Residential) and 7 Inch Concrete Driveway (Commercial): Measurement per square yard:
 - a. Payment of the Bid Item shall include the following:
 - 1) Concrete materials.
 - 2) Subgrade and Aggregate base preparation.
 - 3) Placement and finishing of materials.
 - 4) Labor and equipment.
 - 5) Curing and protection.
 - 6) Backfilling

- b. Excavation for concrete driveway shall be measured and compensated per Section 31 23 00.
 - c. Aggregate base beneath concrete driveway shall be measured and compensated per Section 32 11 23.
- 7. Remove and Replace 6 Inch Concrete Driveway (Residential) and 7 Inch Concrete Driveway (Commercial): Measurement per square yard of Concrete Driveway Apron based on in-place area of driveway removed and replaced:
 - a. Payment of the Bid Item shall include the following:
 - 1) Sawcutting at the removal limits.
 - 2) Removal and disposal of existing concrete pavement and excess aggregate materials.
 - 3) Excavation and subgrade preparation.
 - 4) Aggregate base and concrete materials.
 - 5) Placement and finishing of materials.
 - 6) Patching of adjacent street.
 - 7) Labor and equipment.
 - 8) Curing and protection.
 - 9) Backfilling.
- 8. 4 Inch Concrete Median: Measurement per square yard:
 - a. Payment of the Bid Item shall include the following:
 - 1) Concrete materials.
 - 2) Subgrade and aggregate base preparation.
 - 3) Placement and finishing of materials.
 - 4) Labor and equipment.
 - 5) Curing and protection.
 - 6) Backfilling.
 - b. Excavation for concrete median shall be measured and compensated per Section 31 23 00.
 - c. Aggregate base beneath concrete median shall be measured and compensated per Section 32 11 23.
- 9. Remove and Replace 4 Inch Concrete Median: Measurement per square yard based on in-place area of median removed and replaced:
 - a. Payment of the Bid Item shall include the following:
 - 1) Sawcutting at the removal limits.
 - 2) Removal and disposal of existing concrete and excess aggregate materials.
 - 3) Excavation and subgrade preparation.
 - 4) Aggregate base and concrete materials
 - 5) Placement and finishing of materials.
 - 6) Labor and equipment.
 - 7) Curing and protection.
 - 8) Backfilling.
- 10. Concrete Median Approach Nose: Measurement per square yard:
 - a. Payment of the Bid Item shall include the following:
 - 1) Concrete materials.
 - 2) Subgrade and aggregate base preparation.
 - 3) Placement and finishing of materials.
 - 4) Labor and equipment.
 - 5) Curing and protection.
 - 6) Backfilling.

- b. Excavation for concrete median approach nose shall be measured and compensated per Section 31 23 00.
 - c. Aggregate base beneath concrete median approach nose shall be measured and compensated per Section 32 11 23.
- 11. Remove and Replace Concrete Median Approach Nose: Measurement per square yard based on in-place area of median approach nose removed and replaced:
 - a. Payment of the Bid Item shall include the following:
 - 1) Sawcutting at the removal limits.
 - 2) Removal and disposal of existing concrete and excess aggregate materials.
 - 3) Excavation and subgrade preparation.
 - 4) Aggregate base and concrete materials.
 - 5) Patching of adjacent street.
 - 6) Placement and finishing of materials.
 - 7) Labor and equipment.
 - 8) Curing and protection.
 - 9) Backfilling.
- 12. Concrete Valley Gutter: Measurement per square yard:
 - a. Payment of the Bid Item shall include the following:
 - 1) Concrete materials.
 - 2) Subgrade and aggregate base preparation.
 - 3) Placement and finishing of materials.
 - 4) Reinforcement.
 - 5) Labor and equipment.
 - 6) Curing and protection.
 - 7) Backfilling.
 - b. Excavation for concrete valley gutter shall be measured and compensated per Section 31 23 00.
 - c. Aggregate base beneath concrete valley gutter shall be measured and compensated per Section 32 11 23.
- 13. Remove and Replace Concrete Valley Gutter: Measurement per square yard based on newly constructed area of concrete:
 - a. Payment of the Bid Item shall include the following:
 - 1) Sawcutting of existing pavement.
 - 2) Removal and disposal of existing concrete, bituminous, and excess aggregate materials.
 - 3) Excavation and subgrade preparation.
 - 4) Aggregate base and concrete materials.
 - 5) Reinforcement.
 - 6) Placement and finishing of materials.
 - 7) Patching of adjacent street.
 - 8) Labor and equipment.
 - 9) Curing and protection.
 - 10) Backfilling
- 14. High Capacity Concrete Apron: Measurement per each:
 - a. Payment of the Bid Item shall include the following:
 - 1) Concrete materials.
 - 2) Subgrade and aggregate base preparation.
 - 3) Placement and finishing of materials.

- 4) Reinforcement.
- 5) Labor and equipment.
- 6) Curing and protection.
- 7) Backfilling.
- b. Excavation for high capacity concrete apron shall be measured and compensated per Section 31 23 00.
- c. Aggregate base beneath high capacity concrete apron shall be measured and compensated per Section 32 11 23
- 15. Concrete Spillway: Measurement per square foot of spillway constructed.
 - a. Payment of the Bid Item shall include the following:
 - 1) Excavation and subgrade preparation.
 - 2) Removal and disposal of all excess materials.
 - 3) Aggregate base and concrete materials.
 - 4) Placement and finishing of materials.
 - 5) Labor and equipment.
 - 6) Curing and protection.
 - 7) Backfilling.
- 16. Concrete Truck Apron: Measurement per square yard by depth of concrete:
 - a. Payment of the Bid Item shall include the following:
 - 1) Concrete materials.
 - 2) Subgrade and aggregate base preparation.
 - 3) Placement and finishing of materials.
 - 4) Reinforcement including tie bars and dowel bars.
 - 5) Curing and Projection.
 - 6) Backfilling.
 - b. Excavation for concrete truck apron shall be measured and compensated per Section 32 11 23.
 - c. Aggregate base beneath concrete pavement shall be measured and compensated per Section 32 11 23.
- 17. 6 Inch Concrete Hydrant Access Pad or Mailbox Pad: Measurement per square foot:
 - a. Payment of the Bid Item shall include the following:
 - 1) Excavation and subgrade preparation.
 - 2) Removal and disposal of all excess materials.
 - 3) Aggregate base and concrete materials.
 - 4) Placement and finishing of materials.
 - 5) Labor and equipment.
 - 6) Curing and protection.
 - 7) Backfilling.
- 18. Maturity Testing for Compressive Strength: Measurement by Lump Sum for testing all concrete curb, driveways, and valley gutters. Payment shall include, but is not limited to, maturity curve establishment and all testing and necessary equipment to complete the maturity determination for each type of concrete mix used for curbs and driveways on the project.
- 19. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing Materials (ASTM):
C260 - Air-Entraining Admixtures for Concrete.
- B. Minnesota Department of Transportation "Standard Specifications for Construction", 2020 Edition (MnDOT Spec.):
 - 1. 2211 – Aggregate Base.
 - 2. 2461 – Structural Concrete.
 - 3. 2521 – Walks.
 - 4. 3101 – Portland Cement.
 - 5. 3113 – Admixtures for Concrete.
 - 6. 3702 – Preformed Joint Fillers.
 - 7. 3754 – Poly-Alpha Methyl Styrene (AMS) Membrane Curing Compound.

1.04 SUBMITTALS

- A. Submit MnDOT approved design mix for each concrete mix designation used.
- B. The Contractor is responsible for developing the maturity curve for each specified mix and delivering a copy of the results to Engineer no later than two weeks prior to placement.
- C. The Contractor is responsible for taking maturity readings and delivering a copy of the results to the Engineer by the end of the each work day on a daily basis, until the concrete meets the specified strength. The Contractor shall provide the testing data from the in-place maturity measuring devices through a cell phone App or electronically.

1.05 SEQUENCING AND SCHEDULING

- A. Provide notice by 2:00 P.M. of the day prior to any concrete curb and gutter placement, to allow time for scheduling of the following activities. Notice must include mix designation, start time of placement, plant producing concrete, and Foreman onsite during placement:
 - 1. Aggregate base DCP tests (per Section 32 11 23) prior to any concrete curb being placed.
 - 2. Inspection of curbing operations by a City representative. No curbing will be allowed or accepted without inspection.
 - 3. Concrete field and plant testing if required.
- B. Complete construction of concrete pedestrian ramps prior to the paving of bituminous path and construction of the concrete sidewalk.
- C. Complete construction of concrete sidewalks following the paving of the bituminous initial lift wearing course and following the installation of Private Utilities.
- D. Begin construction of the concrete driveway aprons, concrete hydrant access pads, mailbox pads, and concrete medians no sooner than 24 hours after placement of the adjacent concrete curb and gutter.
- E. Construct concrete valley gutter prior to the paving of bituminous initial lift.

1. Concrete valley gutters must be protected during the paving of bituminous street. Method of protection must be approved by the engineer.
 2. On street rehabilitation projects, valley gutters shall be constructed in halves to provide access for residents.
- F. All concrete placed between October 1 and October 15 must be high early strength concrete.
- G. Under no circumstances will concrete be allowed to be placed after October 15, without prior approval from the Engineer.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Concrete to conform to MnDOT Spec. 2461, except as modified herein:
1. Portland Cement: Conform to MnDOT Spec. 3101:
 - a. Type 3 air-entraining concrete produced by using Type I Portland Cement.
 2. Air-Entraining Admixtures: conform to MnDOT Spec. 3113:
 - a. Conforming to ASTM C260.
 - b. Not to be added to the concrete mixtures in the field without approval from Engineer.
 3. Mix Designation and Classification:
 - a. Sidewalk, Pedestrian Ramps, Hydrant Pads and Medians: Mix No. 3F52A.
 - b. Valley gutters: Mix No. 3HE52A.
 - c. Residential and Commercial Driveways: Mix No. 3HE52A.
- B. Truncated Dome Panels: Approved products:
1. East Jordan Iron Works – Cast Iron Uncoated.
 2. Neenah Foundry Company – Cast Iron Uncoated.
 3. Natural color – unpainted.
- C. Preformed Joint Filler: Conform to MnDOT Spec. 3702.
- D. Curing Compound: Conform to MnDOT Spec. 3754:
1. Curing compound shall contain a fugitive dye.
 2. Spot Removal and replacement projects: Curing compound shall conform to ASTM C309, Type 1-D, clear with fugitive dye, Class B applied at a rate of 200 square feet per gallon.
- E. Sub-Grade Base Material:
1. Aggregate Backfill: Conform to Section 31 23 00.
 2. Aggregate Base: Conforming to Section 32 11 23.

PART 3 EXECUTION

3.01 GENERAL

- A. Concrete contractor shall have at least two people with a current ACI concrete flatwork technician or flatwork finisher certification, and at least one of them must be onsite for all concrete pours.
- B. Provide copies of batch tickets for concrete mix at the time of material delivery to Site.

- C. Construct concrete sidewalk, pedestrian ramps, driveways, medians, median approach noses, and valley gutters at the locations and elevations indicated on the Drawings.
- D. Construct sidewalks and medians to conform to the typical section shown on the Drawings.
- E. Construct concrete driveway aprons to conform to Standard Detail Plates STR-17 and STR-18.
- F. Construct concrete median approach nose per Standard Detail Plate STR-38.
- G. Construct concrete valley gutters to conform to Standard Detail Plate STR-16 and prior to the paving of bituminous street.
- H. Construct High Capacity Concrete Apron to conform to Standard Detail Plate STR-15.
- I. Construct concrete hydrant pads to conform to Standard Detail Plate STR-37.
- J. Construct concrete curb ramp to conform to MnDOT Standard Details, current version, except as modified herein:
 - 1. Three foot wide concrete wings shall be constructed on both sides of all sidewalk and trail pedestrian ramps except when a trail intersects perpendicular to the curb on both edges of the trail.
- K. Verify locations with Engineer in the field prior to construction.
- L. The completed concrete work shall give the appearance of uniformity in surface contour and texture, and shall be accurately constructed to line and grade. The required joints, edges, and flow lines shall show neat workmanship. The concrete work shall be in full accordance with the Standard Detail Drawings. Any deviations from the Standard Detail Plates may be cause for removal and replacement at the Contractor's expense. No price reductions will be allowed as a means to correct deviations.
- M. Re-tempering of concrete which has partially hardened with or without additional materials or water is prohibited.
- N. Remove and Replace Concrete Sidewalks, Concrete Pedestrian Ramps, Concrete Driveways, Concrete Medians, Concrete Median Approach Noses:
 - 1. Perform patching at locations shown on the Drawings or as directed by the Engineer per Standard Detail Plate STR-42.
 - 2. Remove existing concrete per Section 02 41 13.
 - 3. Saw cut existing concrete per Section 02 41 13.
 - 4. Excavate to the bottom of the aggregate base layer and dispose of the material per Section 31 23 00.
 - 5. Place aggregate base per Section 32 11 23.
 - 6. Place concrete pavement.
- O. Construct Concrete Spillway:
 - 1. Construct a concrete spillway at locations shown on the Drawings or as directed by the Engineer.
 - 2. 6 inches thick (minimum).

3. 5 feet wide (minimum).
4. Construct spillway such that the storm water is conveyed directly to the bottom of the drainage way, thereby minimizing erosion in the general area.

P. Concrete washout locations shall conform to the requirements of the NPDES Permit.

3.02 FOUNDATION PREPARATIONS

- A. Placement of the aggregate base or granular material to support the concrete work shall conform to Section 32 11 23 or Section 31 23 13. Compaction of subgrade base shall conform to MnDOT Spec. 2211.3.D.2.c.
- B. The foundation shall be approved by the Engineer prior to placement of concrete material.

3.03 FORMS

- A. Conform to MnDOT Spec. 2521.3.C.

3.04 JOINT CONSTRUCTION

- A. Conform to MnDOT Spec. 2521.3.D.2, except as modified herein:
 1. Match joints of adjacent concrete work.
 2. Transverse expansion joints for sidewalk:
 - a. 200 foot intervals.
 - b. Concrete areas that are poured separately.
 3. Contraction joints shall be formed. Sawed joints not allowed.

3.05 METAL REINFORCEMENT

- A. Conform to MnDOT Spec. 2472, except as modified herein:
 1. Install 3 No. 4 steel reinforcing rods in lower portion of the valley gutter section with minimum 2 inch coverage on all sides.

3.06 PLACING AND FINISHING

- A. Conform to MnDOT Spec. 2521.3.D and 2531.3.C for manual placement or 2531.3.D for slip form, except as modified herein:
 1. Any deviation in the design curvature of concrete edges in excess of 3/8 of an inch, measured with a 10 foot straight edge, will be considered unacceptable.
 2. Any surface area allowing the entrapment of water at a depth 1/8 inch or greater will be considered unacceptable.
 3. Unacceptable work shall be removed and replaced with acceptable Work as directed by the Engineer. Acceptance of Work by price reduction will not be allowed.
- B. Pedestrian Curb Ramp - Truncated Dome:
 1. Truncated Dome Panels - Conform to the manufacturer's recommendations for placement.
 2. Truncated dome panels shall be placed (wet set) on a minimum of 6 inches concrete and prior to finishing the adjacent concrete surface of the pedestrian ramp. The joint between the panel and concrete shall be finished with 1/2 inch radius edging tool.

3. Conform to MnDOT Standard Detail Plate No. 7038A for specified truncated dome surface pattern dimensions. Refer to the Drawings for actual ramp size, shape, and slopes.
4. Multiple Truncated Dome panels shall be rectangular or radial plates of equal size and shall be joined together per the manufacturer's recommendation.
5. Joint space between truncated dome panels shall be no greater than 1/4 inch in width.
6. Radius style Truncated Dome Panels required when exceeding 5-foot dimension from back of curb.

3.07 CONCRETE CURING AND PROTECTION

- A. Conform to MnDOT Spec. 2521.3.E and 2521.3.E.1.a, except as modified herein:
 1. Coat all surfaces with membrane curing compound within 30 minutes after finishing at the specified rate.
 2. The membrane-curing compound must be applied at 2 different directions perpendicular to each other. Curing compound containing fugitive dye must provide a uniform solid white opaque coverage (equal to a white sheet of typing paper) on all exposed concrete surfaces.
 3. A second application of membrane curing compound shall be applied 4 to 8 hours after the first application at the specified rate.
 4. Protect concrete against hot weather conditions as defined in the PCA Design and Control of Concrete Mixtures as when the rate of evaporation of bleed water per hour exceeds 0.2 lb. of water per square foot per hour. A chart published by the ACI and PCA can be used to predict the bleed water rate.
 5. Cold weather curing, when temperatures fall below 40 degrees F during placement or within the following 24 hours, shall conform to MnDOT Spec. 2521.3.E.3.a and 2521.3.E.1.b blanket curing method, except as modified below:
 - a. If temperatures are projected to fall below 32 degrees within 24 hours of concrete placement, insulated blankets shall be used for curing.
 - b. All costs associated with blanket curing shall be incurred by the Contractor.
 6. Failure to comply with these provisions will result in a price reduction for the concrete Bid Item involved in accordance with MnDOT Spec. 1503.
 7. The freshly finished surface shall be protected, surfaces pitted by rain will be considered unacceptable.
 8. Removal and replacement of any concrete section damaged by traffic, rain, cold weather, or other causes occurring prior to final acceptance shall be the responsibility of the Contractor.

3.08 HIGH EARLY CONCRETE

- A. Conform to MnDOT Spec. 2461.2.E.2.b(2), except as modified herein:
 1. High early concrete shall be designed to provide a maximum water/cementitious ratio of 0.42.
 2. High early concrete shall be designed to provide a minimum flexural strength of 500 psi and a minimum compressive strength of 3,000 psi in 48 hours.

3.09 CONCRETE STRENGTH BY MATURITY TESTING

- A. When utilized on a project, the intent of the maturity testing is so the Contractor can proceed with work once concrete has achieved maturity.
- B. Determining concrete maturity (time temperature factor, TTF) and estimating in-place concrete strength is a two-step procedure as follows:

1. Maturity Curve:
 - a. Create maturity curve in accordance with MnDOT section 2461.G.6.a(1)
 - b. Complete No later than 2 weeks prior to construction.
 2. Equipment:
 - a. Conform to MnDOT 2461.g.6.a(2).
 3. Estimating in-Place Strength:
 - a. Estimate in place strength in accordance with MnDOT 2461.G.6.a(3).
- C. Early-strength concrete shall achieve sufficient strength to be opened to traffic within three days of placement, or earlier if the compressive strength of 3000 psi is achieved.
- D. Changes in Concrete Mixture:
 1. Conform to MnDOT 2461.G.6.d.

3.10 BACKFILLING

- A. Backfill to protect the concrete and perform vibratory operations adjacent to concrete no sooner than 72 hours after placement of the concrete, after concrete field control strength cylinders have reached a compressive strength of at least 3,000 psi, or concrete strength by maturity testing has reached a compressive strength of 3,000 psi.
1. Concrete field control strength cylinders will only be cast when requested by contractor in accordance with 1.05.A.

3.11 WORKMANSHIP AND FINISH

- A. Conform to MnDOT Spec. 2521.3.D.3.
- B. Acceptance of Work by price reduction will not be allowed.

3.12 FIELD QUALITY CONTROL

- A. Any sidewalk, driveway, pedestrian ramp, etc. damaged by the Contractor shall be removed and replaced by the Contractor, and will be incidental to the Project.
- B. The Owner shall have an independent testing laboratory perform the following tests as a minimum. The test locations will be determined by the Engineer:
1. 1 air entrainment test per day, per Project (per concrete mix).
 2. 1 slump test per day, per Project (per concrete mix).
 3. 1 set of cylinders for compression test per day, per Project (per concrete mix).
 - a. Additional cylinders may be cast to be tested to confirm when concrete has reached maturity.
- C. The Contractor will be responsible for maturity testing per day that concrete is being poured on the Project (per concrete mix) when a bid item is provided. Refer to Section 32 16 13, Paragraph 3.10.

END OF SECTION

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SECTION 32 16 13

CONCRETE CURBS AND GUTTERS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Cast-in-place concrete curb and gutter.
- B. Related Sections:
 - 1. Section 02 41 13 - Selective Site Demolition.
 - 2. Section 32 11 23 - Aggregate Base Courses.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Concrete Curb and Gutter: Measurement per linear foot measured along the face of the curb at the gutter line for each type. Payment shall include materials, preparation, placement, finishing, curing, protection, and backfilling. Measurement shall not include frames/castings that are located along the face of curb.
 - 2. Remove and Replace Concrete Curb and Gutter: This Bid Item shall be used for all concrete curb and gutter removed and replaced on this Project without regard to type or size and is assumed to be all hand placed. Measurement per linear foot along the face of curb. Payment will include all costs, including labor, materials, and equipment necessary to complete the work, including sawcutting at the removal limits and disposal of the material per Section 02 41 13, stripping and offsite disposal of soil per Section 31 00 00, construction of new curb and gutter, and patching of adjacent street.
 - 3. Maturity Testing for Compressive Strength: Per Section 32 13 14.
 - 4. No separate measurement or payment for modifications at driveways, pedestrian ramps, transition sections, or B618 curb installed at catch basins and radii.
 - 5. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing Materials (ASTM):
 - 1. C260 - Air-Entraining Admixtures for Concrete.
- B. Minnesota Department of Transportation "Standard Specifications for Construction", 2020 Edition (MnDOT Spec.):
 - 1. 1503 – Conformity with Contract Documents.
 - 2. 2211 – Aggregate Base.
 - 3. 2461 – Structural Concrete.
 - 4. 2531 – Concrete Curbing.
 - 5. 3101 – Portland Cement.
 - 6. 3113 – Admixtures for Concrete.

7. 3702 – Preformed Joint Fillers.
8. 3754 – Poly-Alpha Methyl Styrene (AMS) Membrane Curing Compound.

1.04 SUBMITTALS

- A. Submit MnDOT approved design mix for each concrete mix designation used.
- B. If utilized on a project, the Contractor is responsible for developing the maturity curve for each specified mix and taking maturity readings. See Section 32 13 14.

1.05 SEQUENCING AND SCHEDULING

- A. All temporary stockpile located within the boulevard area or other areas behind the concrete curb and gutter must be removed prior to curb placement.
- B. Concrete curb and gutter construction precedes installation of pavement.
- C. Provide notice by 2:00 P.M. of the day prior to any concrete curb and gutter placement, to allow time for scheduling of the following activities. Notice must include mix designation, start time of placement, plant producing concrete, and Foreman onsite during placement:
 1. Aggregate base DCP tests (per Section 32 11 23) prior to any concrete curb being placed.
 2. Inspection of curbing operations by a City representative. No curbing will be allowed or accepted without inspection.
 3. Concrete field and plant testing if required.
- D. Horizontal and vertical alignment established with “stringline” and or forms for concrete curb and gutter placement shall be approved by the Engineer prior to concrete placement. Notify the Engineer a minimum of 4 hours (one half day) prior to placement of concrete to allow for review and approval.
- E. Complete backfilling within 6 days of original placement, or per applicable in Milestones per Section 00 52 10, Paragraph 4.02.
- F. All concrete placed between October 1 and October 15 must be high early strength concrete.
- G. Under no circumstances will concrete be allowed to be placed after October 15, without prior approval from the Engineer.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Concrete to Conform to MnDOT Spec. 2461, except as modified herein:
 1. Portland Cement: Conform to MnDOT Spec. 3101:
 - a. Type 3 air-entraining concrete produced by using Type I Portland Cement.
 2. Air-Entraining Admixtures: Conform to MnDOT Spec. 3113:
 - a. Conforming to ASTM C260.
 - b. Not to be added to the concrete mixtures in the field without approval from Engineer.

3. Mix Designation and Classification for Concrete Curb and Gutter:
 - a. Manual Placement Mix No. 3F52.
 - b. Slip Form Placement Mix No. 3F32.
- B. Pre-Formed Joint Filler: Conform to MnDOT Spec. 3702.
- C. Curing Compound: Conform to MnDOT Spec. 3754, except as modified below:
 1. Curing compound shall contain a fugitive dye.
 2. Remove and Replace Concrete Curb and Gutter (spot repairs): Curing compound shall conform to ASTM C309, Type 1-D, clear with fugitive dye, Class B applied at a rate of 200 square feet per gallon.

PART 3 EXECUTION

3.01 GENERAL

- A. Concrete contractor shall have at least two people with a current ACI concrete flatwork technician or flatwork finisher certification, and at least one of them must be onsite for all concrete pours.
- B. Provide copies of batch tickets for concrete mix at the time of material delivery to the Site.
- C. Construct concrete curb and gutter at the locations and elevations indicated on the Drawings. Any concrete curb and gutter that is longer than 200 linear feet continuously, shall be placed using slip form placement.
- D. Construct the style or type of curb and gutter as shown on the Drawings.
- E. Construct intersection curb radii and transitions to conform to the detail on the Drawings.
- F. Construct transition sections at inlet structures to conform to the detail on the Drawings.
- G. Construct concrete curb ramp depressions to conform to the detail on the Drawings.
- H. Construct curb transitions for driveways to conform to the detail on the Drawings. Locations to be verified by Engineer at the time of construction.
- I. Stamp the concrete curb and gutter for sewer and water service locations conforming to Standard Detail Plate STR-11.
 1. Stamping must conform to the dimensions indicated on the detail plate.
 2. The location of the "W" & "S" shall be located on the face of the concrete curb.
 3. The location of the "W" & "S" stamp shall be staked by the engineer.
 4. Stamping of the service locations shall be considered incidental to the placement of the concrete curb.
 5. "W" & "S's" not placed by the specified stamp will not be accepted and will require removal and replacement.
- J. The completed concrete work shall give the appearance of uniformity in surface contour and texture, and shall be accurately constructed to line and grade. The required joints, edges, and flow lines shall show neat workmanship. The concrete curb shall be in full accordance with the

Standard Detail Drawings. Any deviations from the Standard Detailed Plates may be cause for removal and replacement at the Contractor's expense. No price reduction will be allowed as a means to correct the deviations.

- K. Re-tempering of the concrete which has partially hardened with or without additional materials or water is prohibited.
- L. Concrete washout locations shall conform to the requirements of the NPDES.

3.02 FOUNDATION PREPARATIONS

- A. Support on a compacted aggregate base extending 1 foot behind the back of curb:
 - 1. Conform to typical sections as shown on the Drawings.
 - 2. Conform to Section 32 11 23 and MnDOT Spec. 2211.3.D.2.c.

3.03 FORMS

- A. Conform to MnDOT Spec. 2531.3.B.

3.04 JOINT CONSTRUCTION

- A. Conform to MnDOT Spec. 2531.3.E, except as modified herein:
 - 1. Contraction joints: 10 foot intervals.
 - 2. Transverse expansion joints:
 - a. 400 foot intervals.
 - b. Adjacent to hand placed curb.
 - 3. Contraction joints shall be formed. Sawed joints not allowed.

3.05 PLACING AND FINISHING

- A. Conform to MnDOT Spec. 2531.3.C, except as modified herein:
 - 1. The top surface of the curb and gutter shall have a brush finish at right angles to the curb line.

3.06 CONCRETE CURING AND PROTECTION

- A. Conform to MnDOT Spec. 2531.G and 2531.3.G.1.a, except as modified herein:
 - 1. Coat all surfaces with membrane curing compound within 30 minutes of concrete placement unless otherwise directed by Engineer.
 - 2. The membrane-curing compound must be applied in 2 different directions perpendicular to each other to provide a uniform solid white opaque coverage (equal to a white sheet of typing paper) on all exposed concrete surfaces.
 - 3. A second application of membrane curing compound shall be applied 4 to 8 hours after the first application at the specified rate.
 - 4. Protect concrete against hot weather conditions as defined in the PCA Design and Control of Concrete Mixtures as when the rate of evaporation of bleed water per hour exceeds 0.2 lb. of water per square foot per hour. A chart published by the ACI and PCA can be used to predict the bleed water rate.

5. Cold weather curing, when temperatures fall below 40 degrees during placement or within the following 24 hours, shall conform to MnDOT Spec. 2531.3.G.3.a and 2531.3.G.1.b blanket curing method or method approved by the Engineer, except as modified below:
 - a. If temperatures are projected to fall below 32 degrees within 24 hours of concrete placement, insulated blankets shall be using for curing.
 - b. All costs associated with blanket curing shall be incurred by the Contractor.
6. Failure to comply with these provisions will result in a price reduction for the concrete curb and gutter Bid Item involved in accordance with MnDOT Spec. 1503.
7. The freshly finished surface shall be protected. Surfaces pitted by rain will be considered unacceptable.
8. Removal and replacement of any curb section damaged by traffic, rain, cold weather, or other causes occurring prior to final acceptance shall be the responsibility of the Contractor.

3.07 BACKFILLING

- A. Backfill to protect the concrete and perform vibratory operations adjacent to concrete no sooner than 72 hours after placement of the concrete, after concrete field control strength cylinders have reached a compressive strength of at least 3,000 psi, or concrete strength by maturity testing has reached a compressive strength of 3,000 psi.
 1. Concrete field control strength cylinders will only be cast when requested by contractor in accordance with 1.05.A.
 2. Tolerance within 0.3 feet to the top of curb elevation.

3.08 HIGH EARLY CONCRETE

- A. Conform to MnDOT Spec. 2461.2.E.2.b(2), except as modified herein:
 1. High early concrete shall be designed to provide a maximum water/cementitious ratio of 0.42.
 2. High early concrete shall be designed to provide a minimum flexural strength of 500 psi and a minimum compressive strength of 3,000 psi in 48 hours.
 3. High early concrete may be included as a separate Bid Item.

3.09 REMOVE AND REPLACE CONCRETE CURB AND GUTTER

- A. It is anticipated that sections of curb and gutter or sidewalk may be cracked, broken or have settled over time. Removal and replacement will be identified by the Engineer as part of a street rehabilitation type project.
- B. Sawcut at removal limits per Section 02 41 13.
- C. Do not disturb any material beyond the limits required to form for new construction (assumed 2 feet maximum from the back and 6 inches beyond the edge of new work).
- D. Complete stripping and offsite disposal of soil per Section 31 00 00.
- E. Install new curb and gutter as described previously in this Section.

3.10 CONCRETE STRENGTH BY MATURITY TESTING

- A. Refer to Section 32 13 14, Paragraph 3.09.

3.11 WORKMANSHIP AND FINISH

- A. Conform to MnDOT Spec. 2531.3.1, except as modified herein:
 - 1. Any deviation in the design curvature of concrete edges in excess of 3/8 of an inch, measured with a 10 foot straight edge, will be considered unacceptable.
 - 2. Acceptance of Work by price reduction will not be allowed.

3.12 FIELD QUALITY CONTROL

- A. Any curb damaged by the Contractor shall be removed and replaced by the Contractor, and will be incidental to the Project.
- B. The Owner shall have an independent testing laboratory perform the following minimum tests. The test locations shall be determined by the Engineer:
 - 1. 1 air entrainment test per day, per Project (per concrete mix).
 - 2. 1 slump test per day, per Project (per concrete mix).
 - 3. 1 set of cylinders for compression tests per day, per Project (per concrete mix).
 - a. Additional cylinders may be cast to be tested to confirm when concrete has reached maturity.
- C. The Contractor will be responsible for maturity testing per day that concrete is being poured on the Project (per concrete mix).

END OF SECTION

SECTION 32 17 23
PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Pavement markings for control and guidance of traffic.
- B. Related Sections:
 - 1. Section 01 33 00 - Submittal Procedures.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Lines: Per linear foot of length actually applied, regardless of color. Separate measurement will be made for each type, width, and installation method.
 - a. Double yellow lines shall be measured to include both lines per linear feet of quantity because they are applied simultaneously.
 - b. For the paint pavement markings applied in two layers, the second application shall be measured the same as the first application; for example: 1,000 LF of application painted twice would be paid as 2,000 LF.
 - c. Temporary lane lines installed immediately following final wear course paving until permanent lane lanes are installed shall be considered incidental to the line bid item.
 - 2. Messages: Per each applied. Separate measurement will be made for each type and installation method.
 - 3. Payment of each Bid Item shall be compensation in full for all costs incidental thereto, including but not limited to surface preparation including grinding when specified, traffic control measures, protection of and maintaining the Work, together with any other expenses incurred in completing the Work that are not specifically included for payment under the Contract Bid Items.
 - 4. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction", 2020 Edition (MnDOT Spec.):
 - 1. 2582 – Pavement Markings.
 - 2. 3356 – Preformed Thermoplastic.
 - 3. 3590 – Multi-Component Liquid Pavement Markings (Multi Comp).
 - 4. 3591 – Water-Based Traffic Paint.
 - 5. 3592 – Drop-On Glass Beads.
- B. MnDOT Application Specification for Conventional Pavement Marking Materials 3-Minute Dry Alkyd and High Solids Latex.

C. MnDOT Temporary Traffic Control Zone Layouts – Field Edition.

1.04 SUBMITTALS

- A. Submit the following consistent with Section 01 33 00:
1. 1 copy of the chosen multi-component lot or batch formulation.
 2. Pavement Marking Contractor Qualifications/Certifications.
 3. MnDOT Certification approvals.

1.05 SEQUENCING AND SCHEDULING

- A. Prime Contractor is responsible for scheduling an onsite pre-signing meeting with the Owner, Engineer, and Signing Subcontractor (if appropriate) a minimum of 24 hours prior to the installation of any signing.
- B. Conform to the requirements of MnDOT Spec 2582.3 except as modified herein:
1. Multi-Component Liquid Pavement Markings:
 - a. Place ground-in markings within 24 hours of completion of the wear course bituminous paving and following the grinding operations.
 - b. Place non-ground-in markings per manufacturer recommendations.
 2. Temporary Paint Pavement Markings:
 - a. Place immediately following completion of the final bituminous wearing course or interim bituminous course.
 - b. Place immediately after allowing the pavement surface to cool.
 3. Pavement Markings Thermoplastic:
 - a. Place following bituminous wearing course placement.
 - b. Place all markings indicated as pavement marking thermoplastic on Drawings.
- C. Complete application of pavement markings under traffic.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Paint:
1. Conform to MnDOT Spec 3591.2 except as modified herein:
 - a. High Solids Water Based:
 - 1) Free of toxic heavy metals, including lead, mercury, and cadmium.
 - 2) Track Free Time - 3 minutes or less.
 - 3) Yellow Prime Pigment - Color Index Pigment Yellow No. 65 or No. 75.
 - 4) White Color - Flat white.
 - 5) Yellow Color - Color No. 33538 of Federal Standard 595.
 - b. 3-Minute Dry Alkyd:
 - 1) Free of toxic heavy metals, including lead, mercury, and cadmium.
 - 2) Track Free Time - 3 minutes or less.
 - 3) Yellow Prime Pigment - Color Index Pigment Yellow No. 65 or No. 75.
 - 4) White Color - Flat white.
 - 5) Yellow Color - Color No. 33538 of Federal Standard 595.

- B. Preformed Thermoplastic Pavement Marking:
 - 1. As manufactured by Ennis-Flint or approved equal.
 - a. White Lines: 125mil Premark Preformed Thermoplastic.
 - b. Arrows: Premark Preformed Thermoplastic – 8330241L (Left Turn), 8330241R (Right Turn), 8330240 (Straight), 8330142L (Combination Left-Straight), 8330142R (Combination Right-Straight).
 - c. Sealer: 600/300 two part sealer tube, #7 – 102EF.
 - 2. <http://www.ennisflintamericas.com>.
- C. Glass Beads:
 - 1. Conform to MnDOT Spec. 3592.
- D. Multi-Component Liquid Pavement Markings (Multi Comp):
 - 1. Conform to MnDOT Spec. 3590.

2.02 EQUIPMENT

- A. General:
 - 1. Vehicles used shall be deployed and equipped with traffic control devices set forth in the “Minnesota Manual on Uniform Traffic Control Devices, Field Manual.”
 - 2. Shadow vehicle with truck-mounted attenuator shall be used on streets with posted speed equal to or greater than 40 M.P.H. or ADT greater than 1,500 vehicles per day.
 - 3. Equipment used for spray applications shall be capable of applying glass beads by a pressurized system at a rate of at least 25 lbs/gal.
 - 4. Capable of accumulating footage applied per gun.
 - 5. Stainless steel components in the delivery system required for water-based materials.
 - 6. The only acceptable equipment for installation of Premark Thermoplastic is an infrared heater (Street Heat SR-20 or SR-28 as manufactured by Ennis-Flint).

PART 3 EXECUTION

3.01 GENERAL

- A. The pavement marking crew shall include at least 1 technical expert knowledgeable in each of the following areas:
 - 1. Equipment operation.
 - 2. Application techniques.
 - 3. Traffic control.
 - 4. Safety regulations.
- B. Pavement marking type shall be as noted below unless otherwise modified in the project plans:
 - 1. Temporary or Interm street lines and symbols – non ground in paint.
 - 2. Permanent symbols all applications– ground in paint.
 - 3. Permanent lane lines on all streets – ground in multi-component.
 - 4. Permanent crosswalks on residential streets – non ground in paint.
 - 5. Permanent crosswalks on collector streets – ground in paint.
 - 6. Permanent lines on parking lots – non ground in paint (applied twice).

- C. Conform to MnDOT Spec. 2582.3.B.7 Recessing for all recessed pavement markings.
- D. The filling of tanks, pouring of materials, or cleaning of equipment shall not be performed on unprotected pavement surfaces, unless adequate provisions are made to prevent spillage of material.
- E. Thermoplastic pavement markings installers must show proof of certification for Premark Thermoplastic installation.

3.02 PREPARATION

- A. Locations:
 - 1. In general accordance with the Drawings:
 - a. Location of marking designating no passing zones to be coordinated with corresponding traffic signs.
 - 2. The Engineer will place necessary "Spotting" at appropriate points:
 - a. Horizontal control.
 - b. Starting and stopping points.
 - c. Broken line intervals will not be marked.
 - d. Longitudinal joints, pavement edges, and existing markings shall serve as horizontal control when so directed.
 - e. Notify Engineer at least 48 hours in advance when requesting spotting locations.
 - 3. Edge lines and lane lines are to be broken only at intersections with public roads and at private entrances if they are controlled by a yield sign, stop sign, or traffic signal.
 - 4. The break point is to be at the start of the radius for the intersection or at marked stop lines or crosswalks.
- B. Street Surface:
 - 1. Engineer may direct cleaning of surface as necessary immediately prior to marking application:
 - a. Brushing with non-metallic rotary broom.
 - b. Other cleaning method approved by Engineer.
 - c. Air blast following cleaning.
 - 2. Surface must be dry.
 - 3. Minimum surface temperature is 50 degrees F.
- C. Traffic Control:
 - 1. Conform to latest edition of MnDOT "Temporary Traffic Control Zone Layouts – Field Edition."
 - 2. Shadow vehicle with truck-mounted attenuator shall be used on streets with posted speed equal to or greater than 40 M.P.H. or ADT greater than 1,500 vehicles per day.

3.03 APPLICATION

- A. General:
 - 1. Tolerance:
 - a. Width: A tolerance of 1/4 inch under or 1/4 inch over the specified width will be allowed for striping provided the variation is gradual and does not detract from the general appearance.

- b. Length: Broken line segments may vary up to 2-3/4 inches from the specified lengths provided the over and under variations are reasonably compensatory.
 - c. Alignment: Deviations from the control guide shall not exceed 2 inches.
 - d. Establishment of application tolerances shall not relieve the Contractor of his responsibility to comply as closely as practicable with the planned dimensions.
- 2. Material shall not be applied over longitudinal joints.
- 3. 4 inch broken line consists of 10 feet of paint and 40 feet space (1 cycle).
- 4. If same equipment used for different color material with change in color, an amount of material equal to fifteen 10 foot long stripes shall be wasted prior to beginning application with the new color.
- 5. Conditions:
 - a. Markings shall not be applied when wind or other conditions cause a film of dust to be deposited on the pavement surface after cleaning and before the marking material can be applied.
 - b. Except when used as a temporary marking, pavement markings shall only be applied in seasonable weather when air temperature is 50 degrees F or higher.
- B. Glass Beads:
 - 1. Shall be applied immediately after application of paint or multi-component markings.
 - 2. Rate of application shall be 8 lbs. per gallon.
- C. Pavement Marking Thermoplastic:
 - 1. Grind pavement surface prior to application.
 - 2. Apply per the manufacturer's instructions for application requiring EF 2-part sealer.
 - 3. Width of thermoplastic must match design pavement marking width. For example, 12-inch wide thermoplastic must be used for 12-inch stop bar. Two 6-inch wide strips of thermoplastic will not be allowed to be used to create a 12-inch stop bar.
- D. Multi-Component Liquid Pavement Markings:
 - 1. Conform to MnDOT Spec. 2582.

3.04 CORRECTION OF DEFECTS

- A. All pavement markings not conforming to the requirements of the Specifications shall be removed and replaced, or otherwise repaired to the satisfaction of the Engineer.
- B. Where yield computations show a deficiency in material usage of not more than 20-percent, Owner may require satisfactory repair or may accept the Work at a reduced Bid Unit Price that is in direct proportion to the percent of the deficiency.
- C. Where yield computations show a deficiency in material usage in excess of 20-percent, Owner will require removal and replacement to the satisfaction of the Engineer, unless other means are approved by the Engineer.
- D. If removal and replacement is required, at least 90-percent of the deficient line shall be removed.
- E. Width of removal shall be 1 inch wider on all sides than the nominal width of the marking to be removed.

- F. Removal of unacceptable Work shall be accomplished with sand or water blasting equipment, unless other means are authorized by the Engineer. Bituminous street surfacing shall not be damaged by the removal operation.

END OF SECTION

SECTION 32 80 00
IRRIGATION SYSTEM

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Design, Furnish and install an underground irrigation system as conceptually shown on Drawings and as specified herein. The Irrigation Plan is for conceptual purposes only and it is the Contractor's responsibility to design the irrigation system addition and provide approved shop drawings for the irrigation system.
2. Work to be included under this Section shall consist of but not be limited to the following:
 - a. Furnishing and installing automatic sprinkler heads.
 - b. Sizing, furnishing, and installation of irrigation cabinet, booster pump, backflow preventer, underground piping and conduit including connections to the existing water main and water service into the irrigation cabinet.
 - c. Supply of power, electrical connections, and necessary equipment for complete operation to supply irrigation system with required volume of water.
 - d. Installation, connection, and adjustment of Irrigation Control System, including controller adjustment, control valves and all control wire sized appropriately.
 - e. Installation of required thrust blocks.
 - f. Installation of concrete equipment pad for service cabinet.
 - g. Installation of concrete equipment pad for service cabinet.
 - h. Other miscellaneous work shown on the plans or specified herein.
 - i. Warranty and system start-up and shut down as specified herein.

B. Related Sections:

1. Section 26 05 59 – Irrigation System Electrical Supply.
2. Section 32 14 13 – Concrete Walks, Medians, and Driveways.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Irrigation System: Measurement per lump sum and shall include irrigation design, equipment, materials, labor to furnish and install the irrigation system as shown on the Drawings and as specified including supply of power, and as-built drawings.

1.03 SEQUENCING AND SCHEDULING

- A. Prior to starting work, submit a schedule showing the order and completion of Work for review and approval by Owner.
- B. Contractor shall install irrigation crossings under streets, trails, and sidewalk prior to placement of aggregate backfill and/or aggregate base course on streets, trails, and sidewalks.
- C. All irrigation system components other than conduit crossings shall not be installed until all utility, concrete, bituminous, topsoil placement and finish grading, and site furnishings have been completed.

D. Irrigation system shall be installed and fully operational prior to turf restoration.

1.04 SUBMITTALS

A. Submit all required items before commencement of Work in accordance with Section 01 33 00.

B. Shop drawings

1. Provide irrigation design to Engineer prior to commencement of Work.
2. For each item specified in the Drawings, provide information showing detail, location, and manufacturers product information.

C. Contractor shall provide record drawings, operations and maintenance manuals, and warranty information to the Engineer at the completion of the project.

1.05 QUALITY ASSURANCE

A. Qualifications

1. Contractor: Must be a Minnesota Licensed Technology System Contractor in “good standing” with the Minnesota State Board of Electricity at the time of bid submission. Contractor shall also currently employ a licensed Power limited technician which is required by law to work on irrigation system.
2. Contractor must provide at least one person at all times during execution of this portion of work who is thoroughly familiar with the type of materials being installed and is directly responsible for all work performed under this Section.

B. As-Built Drawings

1. Contractor shall prepare and maintain accurate record drawings of all underground concealed work.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance

1. Package to prevent damage during shipment, handling, storage, and installation. Maintain protective covering in place and in good repair until removal is necessary.
2. Contractor shall remove all shipping materials as necessary to inspect products for damage immediately upon delivery and coordinate inspection by Owner’s Representative.

B. Storage and Handling

1. Contractor shall repack and store products in a secure area and protect from damage and adverse environmental conditions until installation is performed. Products shall be protected from damage during handling and installation.

C. Waste Management and Disposal

1. Dispose of all waste generated from packaging and installation as in accordance with applicable regulations.
2. Any excess material is the property of the Contractor and shall be disposed of off-Site.

1.07 WARRANTY

- A. Upon completion of irrigation system installation and training, and initial acceptance of Engineer, Contractor shall warranty all materials and workmanship for the period of One Year and shall include one complete operating season from Start-up to shut down. Any defects in materials, needed repairs, adjustments and required maintenance will be responsibility of Contractor at no additional cost to the Owner.
- B. At end of One Year warranty period, the Contractor shall conduct a thorough review of the complete irrigation system with Owner's Representative and make any needed repairs or adjustments necessary at no additional cost to the Owner.
- C. Included in the irrigation system warranty, the Contractor shall complete the initial start-up of the system, system shut down and winterization at end of the first season, and system start-up the following season. These services shall be performed under the supervision of the Owner's representative and performed at no additional cost to the Owner.

1.08 OPERATIONS AND MAINTENANCE MANUALS AND TRAINING OF MAINTENANCE PERSONNEL

- A. The Contractor shall provide four (2) copies of operation and maintenance manuals for the all portions of the irrigation system, including sprinklers and automatic control system. The manuals shall be prepared specifically for the equipment furnished and shall include all required catalog cut sheets, drawings, instructions and other materials required to instruct operating and maintenance personnel in the proper use, adjustment, operation and repair of equipment furnished.
- B. Upon completion of the work and acceptance by the owner, the Contractor and/or supplier shall be responsible for the training of maintenance personnel in the operation and maintenance of the automatic control system and pop-up sprinklers. The Contractor and/or supplier of the control system shall set the initial watering schedules and programming of the automatic control system in the presence of City maintenance staff. The initial programming shall be as required by the Owner to meet the needs of the facility. Changes in the programming and instructions on how to make such changes shall be the responsibility of the supplier.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General:
 - 1. All irrigation components shall be manufactured by Rain Bird Corporation as shown in the plans and details.
 - 2. All materials incorporated into this system shall be new and without flaws or defects and of quality and performance as specified and meeting the requirements of this system. All materials shall have a minimum guarantee of one year against material defects or defective workmanship.
 - 3. Any material specified by name and/or model in the specifications or on the plans shall be deemed to be used for the purpose of identifying the materials and insuring the specific use of that material in the construction of the system. No substitutions will be permitted without the prior written approval by the Engineer or Owner.

B. Pipe:

1. Pipe shall be Class 160 PVC pipe. The pipe shall be made from clean, virgin N.S.F. Approved Type 1, Grade 1 (PVC 1120) PVC conforming to ASTM resin specifications D1784 - 60T. Pipes shall be pressure rated for 160 psi @ 73.4 degrees F. and shall meet requirements set forth in Commercial Standard C.S. 256-63 with standard dimension ratio SDR-26. All PVC pipe 3 inch in diameter or greater shall have rubber gasket joints. All PVC pipe less than 3 inch in diameter shall be belled end with solvent weld joints.
2. All Swing Joints shall be constructed of Schedule 80 PVC with threaded and coupled ends as manufactured by Spears Manufacturing Co., Sylmar, California, or approved equal.
3. Pipe Identification:
 - a. Pipe shall be continuously and permanently marked with the following information: Type of pipe, working pressure at 73.4 degrees F., and N.S.F. approval.
4. Pipe Delivery:
 - a. All pipe shall be delivered to the site in unbroken bundles, packaged in such a manner as to provide adequate protection for the pipe ends, either threaded or plain.

C. Pipe Fittings and Connections:

1. All fittings for pipe 4 inches and over shall be ductile iron.
2. All pipe fittings 2 inches and under to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for either solvent weld or screwed connections. No fittings of other material shall be used.
3. When connecting plastic to metal, male adapters shall be used. The male adaptor shall be hand tightened, plus one turn with a strap wrench. Threaded joints shall be coated with Teflon tape.

D. Pop-Up Sprinklers:

1. All irrigation heads shall be manufactured by Rain Bird Corporation. Verify with Owner's representative prior to installation.
 - a. Turf Spray: Rain Bird 1804-PRS 15 Strip Series.
 - b. Shrub Spray: Rain Bird 1812 15 Strip Series.
 - c. Shrub Rotary: Rain Bird R-VAN24 1812-SAM-P45.
 - d. Turf Rotor: Rain Bird 3504-PC-SAM 2.0.
 - e. Turf Rotor: Rain Bird 5004-PC-R-LA.
2. All rotary pop-up sprinklers shall be provided with an on-off-auto-manual selector accessible from the surface with a special key.
3. Pressure regulation shall be preset by the factory according to nozzle set.

E. Wire:

1. All wire will be of sufficient size for its intended end use.
2. All electrical control and ground wire used to connect automatic remote control valves to the controllers shall be 600 volt, solid copper with PVC insulation and have UL approval for type

UF. All control wire shall be of different colors and common wire shall be white with green stripe. Minimum wire size shall be 14 gauge.

3. Splices of wire in the field must be absolutely waterproof so there is no chance for moisture or corrosion build-up on the joint. Requires 3M DBY or DBR Splice Kit.

F. Conduit for Wire:

1. Conform to section 26 05 59 Irrigation System Electrical Supply 2.01.

G. Concrete:

1. Concrete used in thrust blocks shall be a mix of one part cement, two parts sand and three parts gravel (washed sand and gravel should be used) and will be "dry" or "stiff" mix (minimum amount of water).
2. Concrete used for control cabinet base shall conform to 32 13 14 2.01.A except as modified herein:
 - a. Slab and Concrete Pad Mix No. 3F52A.
 - b. Foundation: conform to MnDOT 2461.2 mix design 1G52.
 - c. Curing Compound: conform to section 32 13 14 2.01.D.

H. Irrigation Control Cabinet:

1. Size as required to contain piping, fittings, backflow preventer, valves, meter, irrigation controller, and booster pump if required.
2. Manufactured by Povolny Specialties Inc. or approved equal.

I. Irrigation System Control:

1. Irrigation Controller shall be Rain Bird 2-Wire Decoder controller. All control valves shall be compatible with specified controller and be manufactured by Rain Bird Corporation. Shop drawings shall identify type, size, and location.
2. See plan for approximate location of controller and POC. Coordinate and verify with Owner on connection configuration and location prior to installation.
3. System controller must be capable of managing area as identified in the Drawings.

J. Booster Pump:

1. See section 26 05 59.

K. Valve and Box:

1. Remote control valve Model Rain Bird PEB-IVM.
2. Quick coupling valve model Rain Bird 3-RC ¾".
3. Valve box- N lock bolt and Q.C. heat bonded on cover.

L. Drip Irrigation

1. Salco flexible PVC line ¾ inch diameter.

PART 3 EXECUTION

3.01 STAKING

- A. The Contractor shall stake out all proposed lines prior to trenching operations. Contractor must have engineer and Owner approval prior to trenching. Contractor responsible for verification of existing drain tile locations prior to trenching.
- B. The location of the stakes will be checked by the Engineer or Owner prior to trenching or plowing.
- C. Location of controllers shall be as directed by the Engineer or Owner, but near the locations indicated on the Drawings.
- D. Stakes shall be clearly marked to designate the type of equipment to be installed at that point. The Contractor shall maintain the stakes until all equipment is in place and the location of all equipment is properly indicated on the record drawings.
- E. The Contractor shall replace any stakes disturbed to the correct position.

3.02 ADJUSTMENTS

- A. Where minor adjustments to the system layout may be required, as in connections to existing piping or in working around existing structures, the Contractor shall make the required adjustments at no additional cost to the Owner.

3.03 PROTECTION

- A. Actual construction on the site will cease during heavy rains or other inclement weather that will adversely affect the quality of the work or cause damage to the site.
- B. Work will be allowed to resume when, in the opinion of the Owner or Engineer, conditions are such that no excessive damage to the existing turf will occur.
- C. The Contractor shall utilize equipment and methods that will result in the least possible damage to the existing turf.
- D. The Contractor is responsible to protect all installed components of the irrigation system until the final restoration has been accepted. Any damage to system prior to acceptance of restoration will be replaced by Contractor at no cost to Owner.

3.04 EXCAVATION

- A. Contractor shall perform all excavation of every description and of whatever substances encountered, to the depth indicated on drawings or as otherwise specified. Contractor shall supply sleeves for his/her piping to pass under roads and walkways. During excavation, material suitable for back filling shall be placed in piles in an orderly manner, a sufficient distance from the banks of the trench to avoid sliding or sloughing back into the trench. All material not required or suitable shall be removed and wasted in a designated area within the limits of the project as instructed by the Engineer. Such grading shall be done as may be necessary to prevent surface water from flowing into the trenches or other excavation and any water accumulating therein shall be removed by pumping or by other approved methods. Such sheeting and shoring shall be done as necessary to provide for the protection of the work and the safety of the personnel at no cost to owner.
- B. Any known existing water, sewer, drainage, electrical and other useful lines will be noted on the drawings or otherwise marked on the ground. It is the responsibility of the Contractor to repair any damage to existing materials. Repairs must be done to the satisfaction of the Owner.

- C. The cutting of tree roots shall be avoided.
- D. Where rocks and other abrasive substances are encountered, they shall be removed from the line of trenching and disposed of offsite or at a location within the project limits as instructed by the Engineer.
- E. When placing sprinklers in existing turf, the Contractor shall place the excavated soil onto a drop cloth placed next to the hole.

3.05 INSTALLATION OF PIPE AND PIPE COMPONENTS

- A. Pipe and accessories shall be handled in such a manner as to insure delivery to the trench in sound, undamaged condition. Particular care shall be taken not to injure pipe coating. If the coating or lining of any type of pipe or fitting is damaged, the repair shall be made by the Contractor, at his/her expense, satisfactory to the Owner. Pipe shall be carried into position, not dragged. The interior of the piping and accessories shall be thoroughly cleaned of foreign matter before being lowered into the trench and should be kept clean during laying operations by plugging or other approved method. Before installation the pipe shall be inspected for defects by the Contractor. Material found to be defective before or after laying shall be replaced with sound material without additional expense to the Owner. Rubber gaskets that are not to be installed immediately, shall be stored in a cool dark place and out of the direct rays of the sun.
- B. All wiring shall be laid alongside the pipe.
- C. Cutting of pipe shall be done in a neat and workmanlike manner without damage to the pipe. The edge shall be true and at a right angle to the pipe. The end shall be reamed out to the original diameter of the pipe. Unless otherwise authorized by the Owner or recommended by the manufacturer, cutting shall be done with an approved mechanical cutter.
- D. When work is not in progress, exposed ends of pipe, fittings and valves shall be securely closed so that no trench water, earth, or other substance will enter the pipe or fittings.
- E. All pipe shall be installed in accordance with manufacturer's recommendations.
- F. Where solvent joints are used, only solvent recommended by the pipe manufacturer should be used. The solvent weld joints shall be made in the following manner:
 1. Thoroughly clean the mating pipe and fitting with a clean, dry cloth. Use of an approved liquid primer, purple in color shall be used.
 2. Apply a uniform coat of solvent to the outside of the pipe with a non-synthetic bristle brush.
 3. Apply solvent to fitting in a similar manner.
 4. Re-apply a light coat of solvent to the pipe and quickly insert it into the fitting.
 5. Give the pipe or fitting a quarter turn to insure even distribution of solvent and make sure the pipe is inserted to the full depth of the fitting socket.
 6. Wipe off excess solvent that appears at the outer side of the fitting.
 7. Care should be taken as to not use an excess amount of solvent, thereby causing a burr or obstruction to form on the inside of the pipe.
 8. The joints shall be allowed to set at least 12 hours before pressure is applied to the system.

3.06 SLEEVES

- A. The Contractor shall provide sleeves where shown on plans.

3.07 INSTALLATION OF CONTROL WIRE

- A. All control shall be installed in the piping trenches wherever possible. Wire shall be snaked into the trench as loose as possible and with as much slack as possible to allow for expansion and contraction of the wire.
- B. If it is so desired, rather than leaving slack in the wire, expansion joints in the wire may be provided at 200 foot intervals by making 5 to 6 turns of the wire around a 1 inch piece of plastic pipe.
- C. The wire shall be installed alongside the pipe. Where it is necessary to run wire in a separate trench, the wire shall be installed at a depth of not less than 24 inches.
- D. Control wire between the automatic controller and the remote control valves shall be laid in the pipe trenches not less than 18 inches deep, and via the shortest main line route between controller and valve. Control wire shall then be placed into the trench to one side of the pipe in as loose a manner as possible to allow for expansion and contraction. Extra wire in the form of expansion joints shall be left at all connections and valves.
- E. All Control wire installed in conduit located on an exterior surface or that emerges from the ground outside of an enclosure shall be type rigid steel in accordance with MnDOT Spec. 3801.

3.08 INSTALLATION OF THRUST BLOCKS

- A. Concrete thrust blocks must be provided on the thrust side whenever the pipe line:
 - 1. Changes in direction, as at tees and bends.
 - 2. Changes in size, as at reducers.
 - 3. Stops, as at a dead end.
 - 4. At valves where thrust may be expected.
- B. Thrust blocks are to be made of concrete and placed between the fitting and the trench wall. The concrete shall be fresh and extend to undisturbed (freshly cut) trench wall.
- C. On the smaller sizes of pipe, up to and including 4 inch pipe, the construction of horizontal thrust blocks requires only the simplest of forms; the stiff concrete is shaped to block a wedge with its widest part against the solid trench wall; larger blocks require some form of construction at the sides and the top to achieve proper bearing area with a minimum amount of concrete. In a stable clay soil, a 4 inch line will require 2 square feet of bearing area, a 6 inch pipe will require 6 square feet of bearing area and a 10 inch pipe will require 16 square feet of bearing area.
- D. If the ground is too soft to provide proper support for the thrust block, the Contractor will furnish and install clamps and tie rods for the retainment of the fitting.

3.09 BACKFILLING

- A. Initial Backfilling
 - 1. Selected fill dirt or sand shall be used for backfill if soil is rocky. If rocky subsoil conditions are encountered, the trenching depth should be 2 inches below normal depth to allow for proper bedding.

2. The initial backfill will always be done by hand and shoveled in evenly along both sides of the pipe and hand tamped into place. Care will be exercised to insure the soil does not bridge and fail to go under the pipe. Next, another layer will be shoveled in and tamped to provide a 4 inch to 6 inch cover over the pipe.
3. The excavated area around the sprinkler risers and sprinkler heads shall be backfilled by hand with select material free of large rocks, roots or foreign debris. If, in the opinion of the Engineer or the Owner, the excavated material is not suitable for use in backfilling, the Contractor shall furnish clean, fine sand for that purpose from an off-site source at no expense to Owner.

B. Final Backfilling

1. After the wiring has been installed and examined by the Owner, the trench shall be carefully backfilled with excavated materials approved for backfilling. The remaining backfill shall contain no lumps or rocks no larger than 3 inches. The top 6 inches of backfill shall be good topsoil, acceptable to the Owner and shall be free of lumps, rocks, subsoil, and trash.
2. The trenches will be accepted as completed when they are left in a condition to receive sod or seed without further grading.
3. Trench settlements that occur before or during the correction period shall be repaired in a manner acceptable to the Owner at the Contractor's expense.
4. The Contractor shall remove and dispose of any excess excavated material, rocks, debris continuously as the construction areas are backfilled so as to cause the least possible disruption to the existing turf.

3.10 POP UP SPRINKLERS

- A. Sprinklers shall be set plumb and level with the turf at the locations called for on the drawings. Elevation of the sprinkler heads is critical and the contractor shall exercise care to set them exactly on grade.
- B. All threaded fittings shall be OCV screwed malleable, mild iron. An appropriate joint compound shall be used.
- C. After all new sprinkler piping, risers and sprinkler heads are in place and connected, and all necessary division work has been completed, all control valves should be opened and a full head of water used to flush out the system. After the system is thoroughly flushed, the system will be tested for operation in accordance with design requirements under normal operating pressure.

3.11 CONTROL CABINET

- A. Control cabinet shall be located no further than 15 feet from source of power.
- B. Cabinet base placement consistent with section 32 13 14 PART 3.
- C. Construct the mounting bracket assembly for the control cabinet using 5/8 inch bolts anchored inside the control cabinet.

3.12 IRRIGATION SYSTEM CONTROLLERS

- A. Central Controller:
 1. The central controller will be installed at location as indicated in the Drawings.

2. Power supply for central controller and wiring from the source of power to the controller and pumps, if required, shall be included under this Contract.
3. The controller shall be installed in strict conformance with the manufacturers' recommendations and under the supervision of the supplier.

3.13 LIGHTNING ARRESTERS

- A. Each Controller shall include an Intermatic 117 VAC surge arrester Model number AG2401. This device shall be installed on the primary power supply and wired according to manufacturer's recommendations. Each Satellite or cluster of Satellites shall have a ground rod, 5/8 inch diameter by 8 feet long copper clad, attached to the grounding lug inside of the pedestal, using an 8 gauge bare copper wire or larger.

3.14 TESTING

- A. Where possible, new piping shall be subjected to a hydrostatic pressure test maintaining for at least one hour at a pressure of at least 120 psi.
- B. Cracked or defective pipe or fittings disclosed in the test shall be replaced by the Contractor with sound material and the test repeated until the results are satisfactory with the Owner and show no leakage or loss of pressure.

3.15 SPRINKLER LOCATIONS

- A. It shall be the Contractor's responsibility to establish the location of all sprinkler heads on all areas indicated on the plans in order to assure proper coverage of all areas.

3.16 WARRANTY

- A. Upon completion of irrigation system installation and training, and initial acceptance of Engineer, Contractor shall warranty all materials and workmanship for the period of One Year and shall include one complete operating season from Start-up to shut down. Any defects in materials, needed repairs, adjustments and required maintenance will be responsibility of Contractor at no additional cost to the Owner.

END OF SECTION

SECTION 32 92 00

TURF AND GRASSES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Restoration of construction area by installation of topsoil, topsoil/compost mixture, seed, sod, soil amendments, mulch, and erosion control.

B. Related Sections:

1. Section 01 33 00 - Submittal Procedures.
2. Section 01 57 13 - Temporary Erosion and Sediment Control.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Seeding: Measurement per pound, according to type of seed mixture. Payment will include soil amendments, furnishing and installing seed, preparation of surface, establishment, and all incidental items associated with the work.
2. Sodding: Measurement per square yard, including soil amendments, furnishing and installing sod, preparation of surface, establishment, and all incidental items associated with the work.
3. Mulch Material: Measurement per acre, according to type, complete in place as specified. Payment will include preparation of seedbed, fertilizer, furnishing and installing mulch including disk anchoring, and all correlated activity.
4. Rolled Erosion Prevention: Measurement per square yard, according to the type of blanket installed. Payment will include all costs related to furnishing and placing fertilizer, blanket, and all correlated activity.
5. Hydraulic Matrix:
 - a. Measurement per acre, according to the type hydraulic matrix used. Payment will include all costs related to furnishing and placing fertilizer, hydraulic matrix, and all correlated activity.
 - b. Measurement per square yard, according to the type hydraulic matrix used. Payment will include all costs related to furnishing and placing fertilizer, hydraulic matrix, and all correlated activity.
6. Topsoil Borrow: Measurement per cubic yard (loose volume) of material hauled to the Site. Payment will include all costs related to furnishing the topsoil:
 - a. All costs related to placing, shaping, and compacting the topsoil at locations shown on the Drawings or as directed by the Engineer shall be incidental to the Boulevard Grading Bid Item. Where boulevard grading is not required, all costs are considered incidental to the various Seed or Sod Bid Items.
7. Topsoil/Compost Mixture: Measurement per cubic yard (loose volume) of material hauled to and placed on the Site. Payment will include all costs related to furnishing the topsoil, compost, thoroughly mixing the compost with topsoil, and placing the mixture:
 - a. All costs related to placing, shaping, and compacting the topsoil/compost mixture at locations shown on the Drawings or as directed by the Engineer shall be incidental to the

Boulevard Grading Bid Item. Where boulevard grading is not required, all costs are considered incidental to the various Seeding, Sodding, or Planting Bid Items.

8. Emergency Overflow Swale Grading and Restoration, Including Seed and Erosion Control Blanket: Payment per square yard. This shall be considered full compensation for all labor, equipment, and materials associated with the work as specified, including the seed and erosion control blanket:
 - a. No separate measurement and payment for seed and erosion control blanket will be made for areas paid for as Emergency Overflow Swale.
9. Application of Water for Turf Establishment: Measurement per each 1,000 gallons (MG) of water applied to restored areas. Payment at the Unit Price shall be considered payment in full for all labor, equipment, water, and material necessary to complete the watering as directed:
 - a. Compensation will be made for all watering activity during the initial 45 day maintenance period for seed.
 - b. Compensation for watering will be made for all watering activity during and following the 30 day maintenance period for sod.
10. Furnishing and installation of items to secure required restoration materials, including staples for erosion control blanket, shall be considered included in the Bid Item for that particular material. No separate measurement or payment will be made for such items.
11. All costs related to sweeping and cleaning any pavement, driveways, trails, sidewalks, etc. that are impacted by restoration activities shall be considered incidental to the restoration Bid Items. No payment will be made under the Street Sweeper With Operator and Skidsteer (Bobcat) With Operator Bid Items for this work.
12. Measurement of restored areas shall be on the area actually covered. No additional compensation will be made for overlapping of restoration materials, such as erosion control blanket.
13. Payment for Bid Items included within this section will made per MnDOT Spec. 2575.5.I. Partial payment of 50-percent of the contract unit items, with the remaining partial payment after proper maintenance and acceptance of the vegetative cover.
14. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction", 2020 Edition (MnDOT Spec.):
 1. 2575 – Establishing Vegetation and Controlling Erosion.
 2. 2574 – Soil Preparation.
 3. 3876 – Seed.
 4. 3877 – Topsoil Material.
 5. 3878 – Sod.
 6. 3881 – Fertilizer.
 7. 3882 – Mulch Material.
 8. 3884 – Hydraulic Erosion Control Products.
 9. 3885 – Rolled Erosion Prevention Products.
 10. 3890 – Compost.
- B. Minnesota Department of Transportation Seeding Manual 2024 (MnDOT Seeding Manual).

1.04 SUBMITTALS

- A. Provide the following submittals consistent with Section 01 33 00:
 - 1. Seed:
 - a. Provide source and invoice for seed to be used for this Project.
 - b. Producer's certificate of compliance – Written documentation verifying compliance of mixture of seed furnished. Include percentage of various seed species, year of production, germination rate, seed bag tags, and weed seed content. Submit to the Engineer at least 5 days prior to delivery.
 - c. Species within native seed mixes species shall have their origin documented by the Minnesota Crop Improvement Association (MCIA) to certify that the product is a local ecotype plant.
 - d. Provide Engineer with seed bag tags used for identification purposes.
 - 2. Topsoil per MnDOT Spec 3877.3.
 - 3. Sod certification per MnDOT Spec 3878.2.
 - 4. Compost material per MnDOT Spec 3890.3.

1.05 PLANT ESTABLISHMENT PERIOD

- A. The Establishment Period for plants shall begin for immediately after installation, with the approval of the Engineer, and continue until the date that the Engineer performs a final inspection:
 - 1. The establishment period for sod is 30 days.
 - 2. The establishment period for seeded areas is 45 days.
 - 3. The germination period and initial growth for seeded areas is 14 days.

1.06 SEQUENCING AND SCHEDULING

- A. Provide submittals prior to preconstruction meeting.
- B. Notify the Engineer 30 days prior to placement topsoil/compost mixture to allow for inspection, sampling, and testing if necessary.
- C. Notify the Engineer at least 3 days in advance of hauling topsoil borrow on Site so the Engineer may review grades prior to placement.
- D. Begin final restoration within 7 calendar days of the bituminous initial lift paving or interim bituminous course paving and demonstrate continuous progress until completed, or as modified in Milestones per Section 00 52 10, Paragraph 4.02.
- E. Roadway Rehabilitation projects, begin final restoration within 5 calendar days of the bituminous initial lift paving and demonstrate continuous progress until completed, or as modified in Milestones per Section 00 52 10, Paragraph 4.02.

PART 2 PRODUCTS

2.01 TOPSOIL: Topsoil Borrow Conforming to MnDOT Spec. 3877.2.B, Loam Topsoil Borrow:

- A. Loam Topsoil Borrow must be supplied from an off-site source tested in accordance with Paragraph 3.13.A., meeting the requirement of 100% of the material passing the ¾ inch sieve.
 - B. No existing on-site topsoil is to be used, unless approved by City Engineer.
- 2.02 FERTILIZER: Conform to MnDOT Spec. 3881.2.B.3, TYPE 3.
- A. Provide plant fertilizer that is commercial grade and uniform in composition and conforms to applicable state and federal regulations.
 - B. Slow-release fertilizer. A minimum of 70-percent of the nitrogen component shall be a slow-release water insoluble nitrogen.
 - C. Fertilizer shall contain a minimum percentage by weight 10-10-10 (NKP).
- 2.03 SOD: Conform to MnDOT Spec. 3878.2.C, Mineral Sod.
- 2.04 SEED: Conform to MnDOT 2024 Seeding Manual:
- A. Lawns: MnDOT Mixture – Residential Turfgrass (RT).
 - B. General Roadside: MnDOT Mixture – Southern Boulevard (SB).
 - C. Temporary Spring Cover: MnDOT Mixture – Oats (O).
 - D. Temporary Fall Cover: MnDOT Mixture – Winter Wheat (WW).
 - E. Temporary Mix: MnDOT Mixture – Oats and Peas (OP).
 - F. Pond Edge Mix: MnDOT Mixture Wet Ditch (WD).
- 2.05 MULCH: Conform to MnDOT Spec 3882:
- A. Type 1, clean grain straw unless identified otherwise.
 - B. Hydraulic erosion control products may be used in lieu of mulch with the approval of the Engineer.
- 2.06 HYDRAULIC EROSION CONTROL PRODUCTS (HECPS): Conform to MnDOT Spec 3884
- A. Hydraulic Matrix:
 - 1. Mulch: Conform to MnDOT Spec. 3884.2.B.2
 - 2. Bonded Fiber Matrix (BFM): Conform to MnDOT Spec 3884.2.B.4
- 2.07 ROLLED EROSION PREVENTION PRODUCTS: Conform to MnDOT Spec 3885
- A. Erosion Control Blanket, Category 20, Straw unless identified otherwise in the Drawings.
 - B. Turf Reinforcement Mat, Category 70 unless identified otherwise in the Drawings.

2.08 COMPOST: Conform to MnDOT Spec. 3890.2.B, Grade 2 Compost.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Review restoration areas with the Engineer. Determine locations for seed or sod. Schedule for restoration of areas may be revised to fit field conditions:
 - 1. No compensation will be allowed for areas considered to be needlessly restored if restoration activities are performed without the authorization of the Engineer.
- B. Finish grades are to be inspected and approved by the Engineer prior to start of restoration.

3.02 DELIVERY AND STORAGE

- A. Delivery:
 - 1. Notify the Engineer of the delivery schedule in advance so the plant material may be inspected upon arrival at the Site. Remove unacceptable plant material from the Site immediately.
 - 2. Deliver fertilizer and lime to the Site in the original, unopened containers bearing the manufacturer's guaranteed chemical analysis, name, trade name or trademark, and in conformance to state and federal law. In lieu of containers, fertilizer and lime may be furnished in bulk and a certificate indicating the above information shall accompany each delivery.
 - 3. During Delivery: Protect sod from drying out and seed from contamination.
- B. Storage:
 - 1. Sprinkle sod with water and cover with moist burlap, straw, or other approved covering, and protect from exposure to wind and direct sunlight. Covering should permit air circulation to alleviate heat development.
 - 2. Keep seed, lime, and fertilizer in dry storage away from contaminants.

3.03 PREPARATION

- A. General: Conform to MnDOT Spec. 2575.3.A.
- B. Soil Preparation: Conform to MnDOT Spec. 2574.
- C. Fertilizers and Conditioners: Conform to MnDOT Spec. 3881 and 3879:
 - 1. Apply fertilizer at a rate of 400 lbs. per acre (9.2 lbs./1,000 sq. ft.).
 - 2. Where soil pH is lower than 5.5, apply lime at 3 tons per acre (140 lbs./1,000 sq. ft.).

3.04 TOPSOIL/COMPOST MIX

- A. Subgrade to be inspected and approved by Engineer prior to placement of topsoil/compost mix.
- B. Construct mix by thoroughly by blending topsoil and compost at 70-percent/30-percent ratio:
 - 1. Off site blending of topsoil and compost is required.
 - 2. The blended materials shall be screened to 1 inch size.

- C. 6 inch minimum compacted thickness.

3.05 SOWING SEED

- A. Seeding Preparation and Application: Conform to MnDOT Spec. 2574 and 2575.3.B for the mixes specified.
- B. Prior to placing hydraulic erosion control products (hydraulic matrix):
 - 1. Install seed prior to hydraulic matrix installation using a “brilliant type” seeder to evenly spread seed over the entire Site.
 - 2. The Site shall be harrowed or raked parallel to the slope contours following seeding.
 - 3. The Site shall be packed using a culti-packer or equivalent, following harrowing.
 - 4. Application of fertilizer.

3.06 PLACING SOD

- A. Conform to MnDOT Spec. 2575.3.F.
- B. Place, shape, and compact 6 inches of topsoil or 6 inches of topsoil/compost mix, as appropriate, prior to placement of sod.

3.07 MULCH: Conform to Section 01 57 13.

3.08 ROLLED EROSION PREVENTION PRODUCTS

- A. Erosion control blanket shall be installed immediately following seeding in accordance with MnDOT Spec. 2575.3.G.2, and as modified below.
- B. Raking or harrowing of soil/seed shall be done before installation of erosion control blanket.
- C. Install blanket parallel to the direction of flow in all cases.
- D. If permanent seeding is not available at the time of blanket installation, this material will have to be removed, re-seeded, and installed again as a permanent erosion control measure. If permanent seeding is available at the time of initial installation, a 1-time proper installation is acceptable.

3.09 HYDRAULIC EROSION CONTROL PRODUCTS

- A. Hydraulic Matrix:
 - 1. Apply in conformance with MnDOT Spec. 2575.3.E.
 - 2. Raking or harrowing of soil/seed and slope (cat) tracking shall be done before installation of hydraulic matrix.
 - 3. Apply hydraulic matrix in at least 2 opposing directions so that a shadowing effect leaving the back side of a soil clod unprotected is minimized.
 - 4. Application Rate:
 - a. Slopes steeper than 1:4: Apply at a rate of 2,800 lbs per acre. Two applications may be necessary.
 - b. All other slopes: apply at a rate of 2,100 lbs per acre.

5. Apply hydraulic matrix immediately following seeding.

3.10 EMERGENCY OVERFLOW SWALE

- A. Construct emergency overflow swales at locations shown on the Drawings.
- B. Grade the overflows as staked and directed.
- C. Upon approval of the grading, place topsoil, seed, and erosion control blanket.
- D. Re-establish the emergency overflow swale as part of the final Site clean-up and restoration.

3.11 SWEEPING AND CLEANUP

- A. Immediately following the topsoil, seed and sod placement, sweep and clean all pavement, driveways, trails and sidewalks impacted these operations:
 1. Final clean up of the bituminous surface with the use of a power pickup broom and front end loader/skidsteer.
 2. Street sweeping operations must include the application of water to effectively remove fine materials from pavement areas. The appropriate amount of water shall be applied, eliminating dust as part of the sweeping operations.
 3. Respond within 24 hours of a request by the Engineer, with the necessary street sweeping equipment to perform the cleanup operations.

3.12 MAINTENANCE:

- A. Conform to MnDOT Spec. 2575.3.K, or as modified herein:
 1. Restored areas that have been satisfactorily completed and are disturbed by additional construction activity required by the timing and sequencing of the Work shall be restored over to the same requirements of the original work.
 2. Any sod that does not show definite growth and establishment 30 days after installation shall be replaced and established at the proper season by the Contractor at his/her expense.
 3. Seed maintenance shall be done in conformance with the MnDOT Seeding Manual – With the following exception: Water the seeded areas to ensure establishment:
 - a. Compensation will be made for all watering activity during the initial 45 day maintenance period for seed, per Bid Item for Application of Water for Turf Establishment.
 - b. At the end of the 45 day maintenance period, Engineer will make an inspection of all restored areas. Engineer may direct Contractor to continue watering of any area if deemed necessary. Frequency of watering shall be as directed and modified by the Engineer. Duration of watering shall continue at the directed frequency until Contractor is directed by Engineer to cease.
 4. Weed control shall be the responsibility of the contractor during the initial 45 day establishment period. Weed control may include spot spraying and mowing to control weed growth.
 5. Seeded areas that do not show seed germination 14 days after installation shall be replaced by the Contractor at his/her expense and watering will be required every day at a minimum.
 6. Seeded areas that do not show definite growth and establishment 45 days after installation shall be replaced and established by the Contractor at his/her expense.

7. Watering of sod areas shall be done for a minimum period of 30 days from installation sufficient to ensure establishment of permanent vegetation:
 - a. At the end of the 30 day maintenance period, Engineer will make an inspection of all restored areas. Engineer may direct Contractor to continue watering of any area if deemed necessary. Frequency of watering shall be as directed and modified by the Engineer. Duration of watering shall continue at the directed frequency until Contractor is directed by Engineer to cease.

3.13 FIELD QUALITY CONTROL

- A. Topsoil Borrow:
 1. Source testing:
 - a. The Contractor shall split and test a sample from prospective source with the Owner prior to the preconstruction meeting.
 - b. The Contractor's QC sample and Owner's QA sample shall meet the requirements of Paragraph 2.01.A. If the requirements are not met the Contractor must provide material from another source.
 2. Placement testing:
 - a. The Contractor shall split and test a sample onsite at the time of placement with the Owner.
 - b. The Contractor's QC sample and Owner's QA sample shall meet the requirements of Paragraph 2.01.A. If the requirements are not met the material will be rejected. The Contractor is responsible for all costs associated with additional testing due to failing materials.

3.14 INSPECTION AND ACCEPTANCE

- A. Seeding and turf work will be inspected for acceptance in parts agreeable to the Engineer, provided Work offered for inspection is complete, including maintenance for the portion in question.
- B. Seeded areas will be inspected for germination and growth 14 days after placement. Any restored areas that do not show definite germination and growth, as determined by the Engineer, shall be replaced and re-established by the Contractor at his/her expense.
- C. At the conclusion of the establishment period(s), a final inspection of planting(s) will be made to determine the conditions of areas specified for landscaping.
- D. When inspected landscape work does not comply with requirements, replace rejected Work and continue specified maintenance until re-inspected by Engineer and found to be acceptable. Remove rejected materials from the Site.
- E. Seed evaluation at the conclusion of the establishment period related to acceptance, shall be based on at least 1 species per square foot with 90-percent of seeding per square foot being of the permanent seed species within the applied mix.
- F. Boulevard settlements that occur during the correction period and are greater than 1 inch as measured by a 10 foot straight edge will be repaired in a manner acceptable to the Owner at the Contractor's expense.

END OF SECTION

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SECTION 32 93 05

PLANTING MATERIALS, INSTALLATION, AND ESTABLISHMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. This section covers the furnishing of all labor, materials, tools, equipment and performance of all work and services necessary or incidental to plant installation as indicated on the drawings or as specified herein.

1.02 PRICE AND PAYMENT PROCEDURES:

A. Measurement and Payment:

1. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:
 - a. Deciduous Trees or Coniferous Trees: Measurement per each by tree species, variety, and caliper and/or size range furnished and planted in accordance with the Drawings. Payment shall include:
 - 1) Excavation for tree planting hole.
 - 2) Furnishing and Planting of tree.
 - 3) Furnishing and installing accessories.
 - 4) Maintenance and watering, including furnishing and installing slow release watering bag.
 - b. Shrubs: Measurement per each by species, variety, and size range furnished and planted in accordance with the Drawings. Payment shall include:
 - 1) Excavation for planting hole.
 - 2) Furnishing and Planting of shrub.
 - 3) Furnishing and placing mulch.
 - c. Perennials: Measurement per each by species, variety, and size range furnished and planted in accordance with the Drawings. Payment shall include:
 - 1) Excavation for planting hole.
 - 2) Furnishing and Planting of perennial.
 - 3) Furnishing and placing mulch.
 - d. Transplant Tree: Measurement per each tree, regardless of size or type. Payment will include salvaging the tree, temporarily storing the tree during construction, and re-planting the tree as specified in the same general location and as directed by the Engineer.
2. All other work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction", 2020 (MnDOT Spec.):
1. 2571 – Plant Installation and Establishment.
 2. 3861 – Planting Materials.

3. 3881 – Fertilizer.
 4. 3882 – Mulch Material.
- B. American National Standards Institute (ANSI)
1. ANSI Z60.1 – American Standard for Nursery Stock.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Nursery Stock:
1. Plant materials shall conform to the requirements of MnDOT Spec. 3861 and ANZ60.1.
 2. No substitutions will be accepted without written approval from the Owner or Engineer.
 3. Treated burlap will be allowed on soil balls, as an exception to MnDOT Spec. 2571.3.F, and 3861.2.F, if vertical slits are cut through the burlap. The vertical slits shall be made at 6 inch intervals horizontally around the circumference of the root ball and shall be made from the top of the root ball extending downward and shall be done in a manner which does not damage the root system.
- B. Fertilizer: Conform to MnDOT Spec. 3881.2.B.3 - Type 3 - Slow-Release Fertilizer.
- C. Mulch: Conform to MnDOT Spec. 3882.2.E, and as modified herein:
1. Shredded hardwood mulch shall be provided free of dirt, ashes, sawdust, rocks, leaves, roots, black bark mold or any other debris.
- D. Soil moisture Amendment Pellets: Soil Moist Professional Granular by JRM Chemical, Inc. or approved equal.
- E. Slow Release Watering Bag: Treegator® Original or approved equal.

PART 3 EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

- A. Planting operations shall not be started, nor shall any planting stock be delivered to the Project site, until all other work has been completed in the area of the proposed planting site as determined by the Engineer.
- B. Notify the Engineer orally or in writing, as designated by the Engineer, at least 24 hours prior to the start of any planting operations during this Contract, including layout staking, clearing, weed spraying, soil preparation, watering, mulching, plant protection, weeding and clean-up.
- C. All planting operations shall be performed during normal working hours and under conditions suitable for such work, as determined by the Engineer, unless otherwise authorized by the Engineer.
- D. The Engineer and City Parks Department will field stake the location of trees to be planted. All other plantings shall be staked by the contractor then reviewed and accepted by the City prior to installation.

- E. Trees delivered with the root flare more than 3 inches below the ball will be rejected.
- F. Set tree plumb and maintain throughout the establishment period. Place root ball on firm unexcavated or tamped soil. Tamp soil around base of the root ball with foot pressure so that root ball does not shift. Remove all flagging and labels.
- G. Prune branches to a minimum 5 foot to allow for a clear sight distance. Do not heavily prune the tree at planting. Prune only crossover limbs, co-dominant leaders and broken branches. Some interior twigs and lateral branches maybe pruned. Do not remove the terminal buds that extends to the edge of the crown.
- H. During the spring planting season, any evergreen plant delivered with new growth in advance stage of candling out will be rejected. Evergreen trees not fully branched from the bottom to top will be rejected and those terminal leaders exceeding 12 inches in length will be rejected.
- I. Trees planted within heavy soils, extend the excavation and backfill soil around the root ball to a point 6 inches below the bottom of the root ball to ensure adequate drainage.
- J. Establish final grade prior to planting trees.
- K. Balled and Burlapped Tree Planting:
 - 1. Construct planting hole to be 3 times as wide as the diameter of the root ball.
 - 2. Construct planting hole to be deep enough so the root flare is 1-2 inches above finished grade.
 - 3. Scarify the sides of the planting hole to avoid glazing.
 - 4. Remove any excess soil to expose the root flare after placing the tree in the planting hole and adjust the depth as necessary to keep root flare 1-2 inches above finished grade.
 - 5. Remove a minimum 2/3 of the wire basket and as much burlap as possible from the root ball.
 - 6. Remove all twine or rope and plastic wrap from the root ball.
 - 7. Backfill with soil from the original planting hole, tamping every few inches while backfilling. Keep the root flare exposed.
 - 8. Taper the outside edges of the backfill slightly below the original grade to help retain water.
- L. Container Grown Trees:
 - 1. Construct planting hole to be 3 times as wide as the diameter of the root ball.
 - 2. Construct planting hole to be deep enough so the root flare is 1-2 inches above finished grade.
 - 3. Scarify the sides of the planting hole to avoid glazing.
 - 4. Remove the container from the root ball by slicing the sides of the container. Use fingers or small tools to pull roots out of the outer layer of the potting soil, then cut or pull apart any circling roots.
 - 5. If the tree is heavily pot bound, use the box cut method to reduce the chance of girdling roots. Using a pruning saw, cut 1-3 inches off the roots on 4 sides, leaving a square or box to be planted.
 - 6. Remove any excess soil to expose the root flare after placing the tree in the planting hole and adjust the depth as necessary to keep root flare 1-2 inches above finished grade.
 - 7. Backfill with soil from the original planting hole, tamping every few inches while backfilling. Keep the root flare exposed.
 - 8. Taper the outside edges of the backfill slightly below the original grade to help retain water.

M. Mulching:

1. Place a layer of mulch 2-4 inches thick extending 1-2 inches past the outside of the planting hole.
2. Do not mulch in contact with tree trunk. Leave 2-3 inches of space between the root flare and mulch.
3. Place mulch within 48 hours of second watering.
4. The outside boundary of the mulch ring should be raised slightly to help retain water.
5. Stake only as needed and directed by the Engineer.
6. Stake when the root ball moves easily while the top of the tree is being moved back and forth or when the top cannot support itself and is bending.
7. Materials directly connecting to the tree should have a broad smooth surface.
8. Place stakes 6 inches inside the mulched area directly across from each other.
9. Wire or rope used to connect the stake to the tree should be loose enough to allow the tree to move slightly in all directions.
10. Stake the tree as low as possible, but not higher than $\frac{2}{3}$ the height of the tree.

N. Soil Moisture Amendment:

1. Apply per manufacturer's recommendations.
2. This item shall be considered incidental to the respective planting.

O. Shrub and Perennial Planting:

1. Excavate planting hole to a width of 2 times the container size.
2. Excavate planting hole to the depth of the container.
3. Furnish and install specified plant.
4. If plant is shipped in a container remove the container from the root ball by slicing the sides of the container. Use fingers or small tools to pull roots out of the outer layer of the potting soil, then cut or pull apart any circling roots.
5. Set root ball flush with finish grade.
6. Backfill with soil from the original planting hole. Respread any excess excavated material.
7. Place mulch 3 inches thick, unless otherwise specified on the drawings. Do not place mulch in contact with the plant. Place mulch within 48 hours of second watering.
8. Do not heavily prune at planting. Prune only broken or dead branches, retaining natural form.

P. The Plant Establishment Period shall be 2 years, and shall begin upon written approval of the work by the Engineer. Replacement of dead or defective trees or incidental materials shall be required immediately or as soon as is practicable within an appropriate period of time as ordered by the Owner or Engineer. It is anticipated that the plant establishment will be included in the specified warranty period and that no retainage will be held throughout the plant establishment period unless the Owner or Engineer determine that the materials or procedures warrant such a retainage.

Q. Watering during the Plant Establishment Period shall consist of maintaining adequate (but not excessive) soil moisture at all times. Each tree planted shall have a slow release watering bag furnished and installed per manufacturer's recommendation in addition to the watering requirements. It is recommended that after the initial thorough "watering in", every tree should receive a thorough watering, as necessary, at weekly intervals, on the average, throughout the growing season (approximately May 1 thru October 1). Avoid over watering all trees. **GENERAL** water guidelines for the average condition are as follows:

<u>Plant Type</u>	<u>Average Amount of Water Per Application</u>
Machine Transplanted Trees (3" caliper plus)	50 to 100 Gallons
Balled & Burlapped Trees	20 Gallons ±
Bare Root Trees	15 Gallons ±
Balled & Burlapped Shrubs	10 Gallons ±
Bare Root or Container Shrubs	7 Gallons ±

3.02 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Remove excess and waste materials, including unacceptable excavated material, trash, and debris from the job site.

END OF SECTION

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SECTION 33 01 38

CURED-IN-PLACE PIPE (CIPP) GRAVITY

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. This section covers the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to the installation of a resin-impregnated flexible liner which is inserted into the original conduit by use of a hydrostatic head. Methods that are pulled in and inflated rather than inverted will be considered, providing they meet the other provisions of this specification. When cured, the finished pipe (CIPP) will be continuous and tight fitting.

B. Related Sections:

1. Section 01 33 00 – Submittal Procedures.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Inline CIPP: Measurement per linear foot of liner installed, according to type and diameter of pipe. Payment shall be compensation in full for all equipment, materials, and labor required to complete the CIPP installation.
2. CIPP Short Liner: Measurement per each according to type of pipe, diameter, and length of short liner installed. Payment shall be compensation in full for all equipment, materials, and labor required to complete the CIPP short liner installation.
3. Lateral Reinstatement: Measurement per each, regardless of the size of the wye. Payment shall be compensation in full for all labor, materials, and equipment required to determine which are active, and complete the lateral reinstatements of all lateral lines conveying sewage in accordance with these specifications.
4. Trim Protruding Tap: Measurement per each. Payment shall be compensation in full for all labor, equipment and materials required to determine which taps are to be trimmed and subsequent trimming, regardless of tap diameter.
5. Lateral Service T-Liner: Measurement per each. Payment will constitute full compensation for all work and costs to furnish and install lateral service T-liner complete in place, including line cleaning and clearing before installation, bypass pumping, dewatering, sealing the liner at the ends, testing, and pre and post television inspection.
6. No alteration of Bid Unit Prices will be allowed due to modification of Project quantity by Engineer and Owner based on updated information from pre-construction television inspection.
7. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

- B. The furnishing and installing of specific items and /or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the unit price bid for the CIPP, as indicated. Such items of work include, but are not limited to:

1. Coordination with City to coordinate access to the sanitary sewer systems.
2. Securing and withdrawing from a water source.
3. Furnishing, installing and maintaining traffic control devices where necessary not already provided for by bid items.
4. Pre-installation and post-installation cleaning and televising.
5. Removal and disposal of internal debris from the sewer mainline and services prior to installation.
6. Bypass pumping unless otherwise specified and included in the bid form.
7. Providing all required notifications of restricted sewer service periods to the Owner and residents affected by the work as well as coordination of resident relocations and reimbursements, if applicable.
8. Installation of pipe pre-liners or grouting if required to install CIPP in areas of excess infiltration.
9. Dye testing as required to determine active laterals (where needed).
10. Installation of hydrophilic end seals at the ends of the liner in each manhole.
11. Removal of liner in manholes if pulling/inverting through manholes (unless manhole is being abandoned).
12. Excavation and restoration required to reinstate sewer services if the Contractor is unable to reinstate services via trenchless methods.
13. General project related restoration where not already provided by bid items.

1.03 REFERENCES

- A. This specification references below are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and the ASTM referenced sections, this specification will govern.
 1. ASTM F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastics (GRP) Cured-In-Place Pipe (CIPP)
 2. ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
 3. ASTM F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and inflate and Curing of a Resin-Impregnated Tube.
 4. ASTM F2561 – Standard Practice for Rehabilitation of a Sewer Service Lateral and its Connection to the Main Using a One-Piece Main and Lateral Cured-in-Place Liner.
 5. ASTM D543 Test Method for Resistance of Plastics to Chemical Reagents
 6. ASTM D578 Standard Specification Glass Fiber Strands
 7. ASTM D638 Standard Test Method for Tensile Properties of Plastics.
 8. ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 9. ASTM D2122 Standard 1 Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
 10. ASTM D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
 11. ASTM D3567 Standard Practice for Determining Dimensions of “Fiberglass” (Glass-Fiber Reinforced Thermosetting Resin) Pipe and Fittings
 12. ASTM D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe

- B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.04 SUBMITTALS

- A. Submit the following items consistent with Section 01 33 00:

1. Inline CIPP and CIPP Short Liner:

- a. The Contractor shall submit, prior to the installation or use of any lining materials or equipment, certified test results from the manufacturers which indicate that all materials conform to the applicable requirements.
- b. A copy of the license or certificate verifying the manufacturer's or licensor's approval of the INSTALLER.
- c. Chemical resistance submittals --- The Contractor shall submit test results of the resin proposed that meet the chemical resistance requirements of ASTM F2019, Section 5.2.6. The chemical resistance tests will be completed in accordance with Test Method D543.
- d. CIPP Field Samples ---Field sampling procedure shall be in accordance with ASTM 2019 and in accordance with ASTM D5813.
- e. MSDS Sheets --- The Contractor shall submit Material Safety Data Sheets for all resins, and other additives such as accelerants, colorants, and lubricants utilized in the pipe liner/lining process.
- f. Manufacturer Protocols - The Contractor shall submit manufacturer information that describes the materials, curing speeds/schedule, curing installation processes, installation pressures, temperature limitations, and recommended post curing documentation.
- g. Residential Informational Handout - The Contractor shall submit an informational hand out that describes the materials, processes, installation, pressures, temperature limitations, and odors associated with the lining process that shall be provided at the request of concerned residents.
- h. Proposed plan for temporary conveyance of sewer flows and bypass monitoring.
- i. Proposed construction schedule.
- j. Liner pipe thickness design for each pipe segment. No liner will be approved for installation until liner thickness calculations have been submitted and reviewed for conformance with the specification.
- k. Evidence of the INSTALLER's experience including a list of similar projects completed within the previous 2 years.
- l. Description of cure method(s) proposed by the Contractor.

2. Lateral Service T liner:

a. Product Data:

1) Resin:

- a) Long term creep test data confirming the resin system's 50-year design life in accordance with ASTM D2990.
- b) Chemical Resistance in accordance with ASTM F1216.
- c) Certificate of Compliance in accordance with ASTM F1216.
- d) Material Safety Data Sheets (MSDS).

2) Liner:

- a) Certificate of Compliance in accordance with ASTM 1216 for inversion tubes.
- b) Certificate of Compliance in accordance with ASTM 1743 for pull in place tubes.

- b. CIPP wall thickness design calculations in accordance with ASTM F1216. Design calculations will include applicable designs as follows:

- 1) 4- thru 6-inch diameter lateral liner assuming Fully Deteriorated conditions.
 - 2) Main line pipe liner assuming Partially Deteriorated conditions when the main line pipe is lined.
 3. Main line pipe liner assuming Fully Deteriorated conditions when the main line pipe is NOT lined.
- B. Televising Log:
1. All televising and construction logs, or copies thereof, shall become the property of the Owner. This includes the videos made at the beginning of the project just prior to the installation of the liner.
 2. Televising logs shall be provided in thumb drive format.
 3. Two copies of all thumb drives shall be submitted.

1.05 QUALITY ASSURANCE

- A. Televising completed work:
1. Provide Engineer a minimum 72-hour advance notice prior to televising to allow monitoring of the process.
 2. Provide the Engineer with a copy of the TV inspection tape, DVD format.
- B. Test samples of the cured material for physical strength before a sample may be taken from the wet out tube, clamped between flat plates, and cured in the down-tube.

PART 2 PRODUCTS

2.01 PREQUALIFICATION

- A. Only bids for pre-qualified products will be accepted. Bids submitted for products or from Contractors that have not been pre-qualified may be rejected, pending review by the Owner. The Contractor and the proposed method of reconstruction and the product manufacturer's name shall be clearly identified on the bid.
- B. Pre-qualified Products and Installers:
1. Insituform Technologies USA, LLC.
 - a. 1140 Bunker Lake Boulevard NW, Anoka, MN 55303, Telephone: 651-762-1238
 2. (National Liner) Visu-Sewer
 - a. 3155 104th NE Lane, Blaine, MN 55449, Telephone: 763-252-0004
 3. Veit Companies
 - a. 14000 Veit Place Rogers MN 55374, Telephone 763-428-2242
 4. Granite Inliner
 - a. 16028 Forest Blvd N. PO Box 353, Hugo, MN 55038, Telephone 612-369-1633
 5. Michels Pipe Service – A Division of Michaels Corporation
 - a. 817 West Main Street, P.O. Box 128, Brownsville, WI 53006, Telephone: 920-583-3132
 6. Sak Construction
 - a. 864 Hoff Road, O'Fallon, MO 63366, Telephone 626-385-1000
 7. Hydro-Klean
 - a. 333 NM 49th Place, Des Moines, IA 50313, Telephone 855-845-5326
 8. SJ Louis Construction
 - a. 1351 Broadway St W, Rockville, MN 56369, Telephone 320-253-9291

C. Qualification Process:

1. Contractors wishing to qualify for this project must submit a copy of the license or certificate verifying the manufacturer's or licensor's approval, and evidence of the INSTALLER's experience including the number, total length, and locations of inversions installed to date using the proposed materials and methods together with the names and phone numbers of facility owners to the Engineer 5 days prior to the opening of bids to allow time for evaluation. The Contractor must have at least five (5) years of active experience installing the CIPP product.
2. The final decision to accept or reject the applicant lies solely with the Engineer and Owner. All decision will be based upon the long-term best interest of the City.

2.02 MATERIALS

- A. Liner - The liner material shall meet the requirements of ASTM F1216 and/or ASTM F2019.
- B. Resin - The resin system shall meet the requirements of ASTM F1216 and/or ASTM F2019. Neat resin shall be used for all lining of PVC pipes.
- C. Approved T liners:
 1. BLD "Service Connection Seal + Lateral" of BLD Services, LLC
 2. LMK "T-Liner" Main-to-Lateral Lining System

2.03 STRUCTURAL REQUIREMENTS

- A. The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall but a tight, intimate contact is required.
- B. The CIPP shall be designed using a Long Term Creep Retention Factor of fifty percent (50%) of the initial design flexural modulus as determine by ASTM D-790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
- C. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers.
- D. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
- E. The CIPP shall conform to the following properties:

	Standard	Min Value	Enhanced Value	UV Value
Flexural Strength	ASTM - D790	4,500 psi	4,500 psi	6,500 psi
Modulus of Elasticity	ASTM - D790	250,000 psi	400,000 psi	725,000 psi

F. The design parameters are:

Pipe diameter	8	Inches
Maximum depth from finished ground to invert	15	Feet
Minimum depth from finished ground to invert	8	Feet
Groundwater Depth	5 feet below surface	Feet
Cover density (assumed)	120	Lbs/cf
Design Safety Factor (1.5 for pipes 36 inches and larger)	2.0	Value
Ovality	5%	Percent
Enhancement Factor (K)	7.0	Value
Poisson's Ratio	0.3	Value
Level of Deterioration	Fully Det	Value
Creep Retention Factor	50%	Value
Soil Modulus	1000 (0-15 feet)	psi
Host Pipe Loading	H20 Highway	Value

G. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties listed above and in accordance with the Design Equations in the appendix of ASTM F1216. The finished/cured liner thickness shall exceed minimum thickness requirements set forth by the equations in the appendix of ASTM F1216.

2.04 TESTING REQUIREMENT

- A. Chemical Resistance - The Contractor shall certify that CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of liner and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.
- B. Hydraulic Capacity - The Contractor shall certify that the CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition. The roughness coefficient of the CIPP shall be verified by third party test data.
- C. CIPP Field Samples - When requested by the Owner, the Contractor shall submit test results from previous field installations in the USA of the same resin system and liner materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 2.3.D. have been achieved in previous field applications. Testing samples for this project shall be made and tested as described in Section 3.4.A.

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor shall secure his own source of water. The Contractor may contact the Owner to determine whether water is available from the Owner and the associated cost.
- B. It shall be the responsibility of the owner to locate and designate all manhole access points open and accessible for the work and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the sewer, the Contractor shall furnish and install all necessary traffic control devices until the street is opened to traffic.
- C. Cleaning of Sewer Lines - The Contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. The Contractor shall secure their own disposal site for all debris removed from the sewers.
- D. Bypassing Sewage - The Contractor shall provide for the flow of sewage around the section or sections of pipe designated for lining. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow.
- E. Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected.
- F. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the proper insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, offset joint, or a collapse that will prevent the inversion process, and it cannot be removed by conventional sewer cleaning equipment, the Contractor shall immediately notify the Owner. The Owner may choose to have the Contractor make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be considered as a separate pay item.
- G. The Contractor shall notify the Owner prior to initiating cleaning and flushing and shall coordinate his operations with the Owner.
- H. The Contractor shall determine the length and diameter of the pipe to be lined prior to fabrication of the liner. No additional compensation will be paid for measured diameters, which vary from measure indicated on the plans or bid form.
- I. The Contractor shall provide all necessary equipment, jigs, pipe pieces, sandbags, labor, etc. to install CIPP tube through the available access locations provided and shown on the plans. The Contractor shall also cut open, reinstate, and prepare the edges of cut surfaces in a clean and orderly fashion to reopen the pipe within manholes that have been lined through. No additional compensation shall be made for lined through manholes, and such items of work shall be considered incidental to the contract.

3.02 NOTIFICATION

- A. Notice required. At least six days before the start of lining, the Contractor shall provide notice, including the approximate schedule of lining, as described below.

1. Written notice must be given to the adult residents of buildings, and to the owner or administrator of any property directly served by the sewer to be lined.
 2. The notice must be mailed or hand delivered to the owner or administrator of a child care building, school building, commercial business, and/or industry.
 3. The notice may be put on or under the door of each residence, one notice for each single-family building and one notice for each unit of a multi-unit building.
- B. Contents of notice to residents, administrator and Owner. The notice shall specify the days and the hours during which sewer service will be restricted.
- C. Reminder Notice: A written, or verbal reminder notice shall be delivered at least 48 hours prior to the actual work.

3.03 CONSTRUCTION REQUIREMENTS

- A. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F2019, Section 6.4 with the following additional requirements:
1. Resin Impregnation - The quantity of resin used for liner impregnation shall be sufficient to fill the volume of air voids in the liner with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the liner.
 2. Liner insertion shall be performed in accordance with manufacturer's recommendations and in such a way to fully extend the liner to its termination point, hold the liner tight against the pipe wall, and produce dimples at service connections and flared ends at maintenance holes. Lubricants may be used as necessary. Care shall be taken so as not to overstress the felt fiber.
 3. Unless otherwise indicated in the plans or authorized in writing by the Engineer, steam curing, water curing, and UV curing shall all be considered as an acceptable cure method for this project:
 - a. Steam Cure:
 - 1) After inversion is completed, suitable steam-generating equipment is required to distribute steam throughout the pipe.
 - 2) The equipment should be capable of delivering steam throughout the section to uniformly raise the temperature within the pipe above the temperature required to effect a cure of the resin.
 - 3) The temperature and pressure maintained in the pipe and the duration of the cure period shall be as recommended by the manufacturer.
 - 4) The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).
 - 5) Cooling:
 - a) The new pipe should be cooled to a temperature below 113 degrees Fahrenheit before relieving the internal pressure within the section.
 - b) Cool-down may be accomplished by the introduction of cool water into the section to replace the mixture of air and steam being drained from a small hole made in the downstream end.
 - c) Care shall be taken in the release of head so that a vacuum will not be developed that could damage the newly installed pipe.

- b. Circulated Heated Water Cure:
 - 1) After inversion is completed, suitable heat source and water recirculation equipment are required to circulate heated water throughout the pipe.
 - 2) The equipment should be capable of delivering hot water throughout the section to uniformly raise the water temperature above the temperature required to effect a cure of the resin.
 - 3) The heat source should be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge should be placed between the impregnated tube and the pipe invert at the termination to determine the temperatures during cure.
 - 4) The temperature and pressure maintained in the pipe and the duration of the cure period shall be as recommended by the manufacturer.
 - 5) The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).
 - 6) Cooling:
 - a) The new pipe should be cooled to a temperature below 100 degrees Fahrenheit before relieving the static head in the inversion stand pipe.
 - b) Cool-down may be accomplished by the introduction of cool water into the inversion stand pipe water to replace hot water being drained from a small hole made in the down-stream end.
 - c) Care shall be taken in the release of head so that a vacuum will not be developed that could damage the newly installed pipe.
- c. UV Cure – Follow ASTM F2019, Section 6.6 & 6.7:
 - 1) The approved system must utilize an outer and inner film to ensure that the liner remains intact during the insertion process and to protect the resin at all times during the installation and curing process from water and debris contamination and resin migration.
 - 2) A winch should be used to pull the glass fiber liner into position in the pipe. The pulling speed shall not exceed 15ft/min. The liner shall have a lateral fiberglass reinforcement band which runs the entire length of the liner ensuring that the pulling force is transferred to the band and not the fiberglass liner. Once inserted, end plugs shall be used to cap each end of the glass fiber liner to prepare for pressurizing the liner. As with all CIPP products liner restraints should be used in manholes.
 - 3) A slip sheet shall be installed on the bottom one third to one half of the pipe prior to liner insertion, for the purpose of protecting the liner during insertion and reduce the drag, or as recommended by the liner manufacture.
 - 4) The glass fiber liner shall be cured with UV light sources at a constant inner pressure. When inserting the curing equipment in the liner, care should be taken to not damage the inner film material.
 - 5) The UV light sources should be assembled according to the manufacture's specification for the liner diameter. For the liner to achieve the required water tightness and specified mechanical properties, the following parameters must be controlled during the entire curing process, giving the Engineer a record of the curing parameters over every segment of the entire length of the liner. This demonstrates that the liner is cured properly. The recording will include:
 - a) Curing Speed
 - b) Light Source and Wattage

- c) Inner Air Pressure
- d) Curing Temperatures
- e) Date and Time
- f) Length of Liner

This will be accomplished using a computer and data base that are tamper proof. During the curing process, infrared sensors will be used to record curing data that will be submitted to the Engineer with a post CCTV inspection on the portable hard drive.

- 6) The optimal curing speed, or travel speed of the energized UV light sources, is determined for each length of liner based on internal diameter, liner thickness, and exothermic reaction temperatures.
 - 7) The inner film material should be removed and discarded after curing to provide optimal quality of the final product.
- B. The liner pipe shall be continuous, without joints over the entire length of the pipe. The liner shall be free of all visual and material defects, including but not limited to foreign inclusions, dry spots, pinholes, and delaminations. The surface shall be smooth and free of waviness throughout the pipe.
- C. Any defects that will affect the structural integrity or hydraulic capacity of the reconstructed pipe shall be repaired or the liner shall be replaced at the Contractor's expense, including large radial or longitudinal wrinkles that occur in such a size as to reduce the thickness or nominal diameter of the finished CIPP product.
- D. Hydrophilic end seals are required to seal the ends of each CIPP liner as it connects to the manhole. These seals will be installed prior to CIPP to prevent water tracking between the CIPP product and the existing host pipe. End Seals shall be LMK Insignia Seals, Trelleborg Liner End Seal or Engineer approved equal.

3.04 REINSTATEMENT OF SEWER SERVICE LATERALS

- A. The Contractor shall certify he has a minimum of two complete working cutter units plus spare key components on the site before each inversion.
- B. Prior to installing the sewer liner (during the television process), the Contractor shall locate, dye-test and record the location of all sewer lateral connections that are in question. The Contractor shall immediately submit this information to the Owner. The Owner will then determine which, if any, sewer services are to be abandoned. Those services designated to be abandoned will not be reinstated.
- C. After the sewer lining is complete, the Contractor shall re-establish all service connections except those designated by the Owner to be abandoned. This shall be done without excavation from the interior of the pipe by means of a television camera and a remotely controlled cutting device.
- 1. If the Contractor is unable to re-establish the service connection from inside the pipe and excavation is necessary, no additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

2. Reestablished service connections shall be clean and smooth, free of jagged edges and conform as closely as possible to the dimension of the existing service.
 3. Brush style cutters or similar device will be required to ensure that the laterals are smooth for potential CIPP lateral lining.
- D. The sewer main shall be lined prior to lining service laterals, unless approved otherwise by the Engineer.

3.05 INSPECTION

- A. CIPP samples shall be prepared and tested in accordance with ASTM F1216, Section 8.1 using either method proposed.
- B. Leakage testing of the CIPP shall be accomplished during cure while under a positive head. CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g., a removable bladder) must be tested by an alternative method approved by the Owner.
- C. Visual observation of the CIPP shall be in accordance with ASTM F1216, Section 8.4.

3.06 TELEVISIONING

- A. Televisioning is required both prior to liner installation and after the CIPP process has been completed.
- B. Televisioning shall be performed by experienced personnel trained in locating breaks, obstacles and service connections.
- C. All televisioning video shall be in color. Each individual reach of pipe between manholes shall be identified as a chapter on the video.
- D. Immediately prior to televisioning, the televisor shall discharge sufficient clear water into the pipe to clean the pipe and assist in identifying sags and misalignment.
- E. Post-lining televisioning shall carefully inspect the interior of the pipeline to identify any conditions which may indicate improper installation.
- F. A thumb drive and suitable log shall be kept of all televisioning and submitted to the Owner.

3.07 CLEAN-UP

- A. Upon acceptance of the installation work and testing, the Contractor shall clean-up the project area affected by the operations.

3.08 WARRANTY

- A. All lining work shall be fully guaranteed by the Contractor for a period of 2 years from the date of Final Acceptance. During this period, all serious defects discovered by the Owner or Engineer shall be removed and replaced by the Contractor in a satisfactory manner at no cost to the

Owner. In addition, the Owner may conduct independent televised inspections, at its own expense, of the lining work at any time prior to the completion of the guarantee period.

END OF SECTION

SECTION 33 01 40

SEWER PIPE JOINT SEALING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Rehabilitation of deteriorated and leaking gravity pipe joints by grout sealing.
- B. Related Sections:
 - 1. Section 00 31 00 – Available Project Information.
 - 2. Section 01 33 00 – Submittal Procedures.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Seal Pipe Joint: Measurement per each joint sealed by diameter of pipe. Payment will constitute full compensation for all work and costs to setting up and sealing the joint and air testing to verify seal.
 - 2. Chemical Grout: Measurement per gallon based on gallons of grout required to seal joint/crack. Payment will include all costs related to furnishing and installing the grout with root inhibitor as specified.

1.03 REFERENCES

- A. National Association of Sewer Service Companies (NASSCO):
 - 1. PACP – Pipeline Assessment Certification Program.

1.04 SUBMITTALS

- A. Submit the following items consistent with Section 01 33 00:
 - 1. License of certificate verifying manufacturer's/licensor approval of installer.
 - 2. Construction schedule and sequence.
 - 3. Product data and manufacturer's recommended installation procedures.
 - 4. Installer Completed Project List Which Includes: Project name and the names and phone numbers of the facility owners.
 - 5. Post sealing televising report:
 - a. Submit 1 copy of the Written Report and Video report within 30 days of completion of televising.
 - b. Report Requirements:
 - 1) Each run shall consist of a starting and ending structure number and a zero reading on the counter at center of the starting structure.
 - 2) Examine each joint sealed by using the pan and tilt feature.
 - 3) Take a still photograph at each joint sealed.
 - 4) Take a still photograph of each air test.
 - c. Submit a video report in thumb drive format with audio, including a printable version of the written report and full video of all televised pipe runs.

PART 2 PRODUCTS

2.01 JOINT SEAL MATERIALS

- A. Joint Grout:
 - 1. The grout shall be either Acryamide Gel or Urethane Gel.
 - 2. The grout shall contain a root inhibitor such as Avanti Barrier 50W or approved equal.

PART 3 EXECUTION

3.01 PRE-INSTALLATION PROCEDURES

- A. Review leaking pipe joints with Engineer prior to sealing joints:
 - 1. Clean existing pipe by removing interior debris with high-pressure washing:
 - a. Method of cleaning shall be reviewed with and approved by the Engineer.
 - b. Cost for initial cleaning shall be incidental to the Project.

3.02 INSTALLATION AND AIR TESTING

- A. Prepare joint, grout seal joint, and air test in accordance with the recommended specification for sewer system rehabilitation prepared by the National Association of Sewer Service Companies (NASSCO).

3.03 POST SEALING TELEVISION INSPECTION

- A. Sanitary segments with sealed joints must be in a clean and ready condition prior to the television inspection.
- B. Immediately clean any lines found to be dirty prior to televising. Costs for all such cleaning shall be the responsibility of the Contractor.
- C. Personnel completing the televising must be PACP certified.
- D. Review of the television inspection of the grouted pipe joints will be performed by the Engineer to verify the joint has been sealed and leaking has stopped.

END OF SECTION

SECTION 33 01 46

MANHOLE REHABILITATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Rehabilitation of manhole walls by sealing joints or lining.
- B. Related Sections:
 - 1. Section 00 31 00 – Available Project Information.
 - 2. Section 01 33 00 – Submittal Procedures.
 - 3. Section 33 39 00 – Sanitary Utility Sewer Structures.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Spray Line Sanitary Structure: Measurement per linear foot by size of structure lined, measured from the top of the bench to the top of the cone or bottom of top slab section. Payment will include all costs related to setting up, preparing the surface of the structure, wall patching, applying the spray liner, and providing certification of product application, as specified.
 - 2. Spray Line Storm Structure: Measurement per linear foot by each size of structure lined, measured from the top of the bench to the top of the cone or bottom of top slab section. Payment will include all costs related to setting up, preparing the surface of the structure, wall patching, applying the liner, and providing certification of product application, as specified.
 - 3. Seal Manhole Joint: Measurement per each manhole by diameter of joint sealed. Payment will constitute full compensation for all work and costs to setting up and sealing the joint and air testing to verify seal.
 - 4. Chemical Grout: Measurement per gallon based on gallons of grout required to seal joint/crack. Payment will include all costs related to furnishing and installing the grout with root inhibitor as specified.
 - 5. Patch Structure: Measurement per each storm sewer or sanitary sewer structure patched, regardless of the size of structure or areas patched. Payment will include all cost associated with patching structure walls, doghouses, inverts, benches, rings or any other portion of the structure as specified or as identified in the Drawings.
 - 6. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS

- A. Submit the following items consistent with Section 01 33 00:
 - 1. License of certificate verifying manufacturer's/licensor approval of installer.
 - 2. Construction sequence.
 - 3. Product data and manufacturer's recommended installation procedures.

4. Installer Completed Project List Which Includes: Project name and the names and phone numbers of the facility owners.

1.04 QUALITY ASSURANCE

- A. Applicator's Qualifications: Applicator of products shall be approved by product manufacturer.
- B. Certification of Product Application: Upon completion of surface coating, an inspection shall be made by a representative of the manufacturer to ascertain that the product has been applied according to the manufacturer's published specifications and details.
- C. Warranty: Contractor shall warrant the workmanship and products for 1 full year after final Project acceptance. Warranty shall cover manhole coating deterioration, spalling of concrete, or other failure of the coating. Failure of the warranty shall be repaired by the Contractor at no charge to the Owner.

PART 2 PRODUCTS

2.01 SANITARY STRUCTURE SPRAY LINER

- A. Hydrogen sulfide and corrosion resistance liner such as Zebron, Spectrasheild, or approved equal.
- B. Polyurethane Coatings: High Performance, 2 part, 100 percent solids polyurethane coating, Zebron series, No. 386.
 1. Physical properties:
 - a. Color: Cream
 - b. Specific Gravity (ASTM D792): 1.3 (10.84 lbs per gal)
 - c. Tensile Strength (ASTM D638): 2500 psi at 77 degrees F (25 degrees C)
 - d. Elongation (ASTM D638): Recoverable; 67 percent at 77 degrees F (25 degrees C)
 - e. Flexibility (ASTM D792): No effect bending 0.5 mm plate coated with 20 mils over 8 mm diameter mandrel.
 - f. Abrasion Resistance (ASTM D4060): 2.12 oz. (20mg)
 - g. Thermal Conductivity (ASTM C177): 0.000723 cal. Per sec. cm² per degree C per cm at 20 degrees C (0.175 btu per hr. ft. at 77 degrees F)
 - h. Permeability (ASTM E96): 0.262 gms per m² per 24-hrs; 0.0358 U.S. perms
- C. Modified Polyurea barrier, polyurethane foam, two part application, Spectrasheild.
 1. Physical properties two part component barrier coat:
 - a. Color: Pink
 - b. Tensile Strength (ASTM D412-06): 2550
 - c. Elongation (ASTM D412-06): 269
 - d. Tear Strength (PLI) (ASTM D624-00) 428
 - e. Flexibility (1/8" mandrel) (ASTM D522-13): pass
 - f. Abrasion (mg loss) (ASTM D4060-14): 23 CS17 Wheel, 1 kg per 1000 cycles
 - g. Viscosity – B Side: 300 cps
 - h. Viscosity – A Side: 350 cps
 2. Physical properties polyurethane foam:
 - a. Density (ASTM D1622): 4 –10 lb/cu ft
 - b. Compressive Strength (ASTM D1621): 90 – 150 psi

- c. Closed Cell Content (ASTM D1940): >95%
- d. Water Absorption (ASTM D2842): 0.020 (gm/cc)
- e. Water Vapor Transmission (ASTM E96): 0.61 perms
- f. Shear Strength (ASTM C273): 225 – 250 psi
- g. Recycled Content: Side R 16.5 %
- h. Viscosity - Side A: @ 77°F 200 cps
- i. Viscosity - Side R: @ 77°F 660 cps

2.02 STORM STRUCTURE SPRAY LINER

- A. Hydrogen sulfide and corrosion resistant liner such as Quadex GeoKrete, Strong Company StrongSeal, or approved equal.

2.03 JOINT SEAL MATERIALS

- A. Chemical Grout:
 - 1. The grout shall be either Acryamide Gel or Urethane Gel.
 - 2. The grout shall contain a root inhibitor such as Avanti Barrier 50W or approved equal.

2.04 PATCH STRUCTURE

- A. Ready Mix Mortar Materials: Sand Mix, 4,000 PSI
- B. Mortar: Pre-mix bag intended for underground use conforming to ASTM C270 Type M, minimum compressive strength of 2,500 psi.

PART 3 EXECUTION

3.01 GENERAL

- A. Spray line structures as directed by Engineer.
- B. Follow manufacture's installation specifications.

3.02 STRUCTURE SURFACE PREPARATION

- A. Clean all loose concrete and debris from the rings, interior walls, and floor of the manhole by using a high-pressure water blast.
- B. Patch any voids in the walls or rings with mortar prior to lining.
- C. Prior to lining, remove from the manhole all materials left as a result of the cleaning.
- D. Clean any exposed, oxidized rebar to a "white metal" SSPC-SPS finish profile by sandblasting.
- E. Review leaking manhole joints with Engineer prior to sealing joints.

3.03 SANITARY STRUCTURE SPRAY LINER

- A. If Zebron is used, minimum 125 mil liner thickness.

B. If Spectrashield is used, minimum 500 mils total thickness.

3.04 STORM STRUCTURE SPRAY LINER

A. Coat all interior surfaces with a minimum ½" liner thickness.

3.05 PATCH STRUCTURE

A. Clean areas to be patched by removing debris, loose concrete, and any other foreign materials.

B. Patch area with mortar to provide smooth patch that seals the structure.

END OF SECTION

SECTION 33 05 06

TRENCHING AND BACKFILLING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Trenching requirements for underground piping and appurtenances, including requirements for excavation, backfill, and compaction.

B. Related Sections:

1. Section 01 33 00 - Submittal Procedures.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Trench Excavation: Excavation and backfilling of trench and associated excavation for pipe bedding shall be included in the price of pipe provided.
2. Pipe Bedding All costs associated with providing the bedding material as shown on the Drawings and Standard Detail Plate BED-1 shall be considered incidental to the pipe material.
3. Rock Excavation: Measurement per cubic yard, measured from the top of the rock to a point 12 inches below the outside barrel of pipe and 12 inches from each side of outside diameter of pipe (at bell). The minimum trench width of Rock Excavation shall be 48 inches. For measurement purposes, volume will be computed based on vertical walls for the width specified above. Any additional Rock Excavation required for shelving or OSHA Standards will not be measured for payment and will be considered incidental to the Rock Excavation Bid Item:
 - a. The estimated quantity of Rock Excavation shown in the various parts of the Bid Form were calculated as described above, based on the top of rock elevations determined by either soil borings and/or test hole excavations. No guarantee is made as to the actual quantity of Rock Excavation that will be encountered in this Project. No variation from the Unit Price for Rock Excavation will be considered or allowed due to quantity variation.
 - b. Separate Bid Items have been provided for Rock Excavation – Soft Rock and Hard Rock. Payment will be made based on the method or rock excavation actually used in the field. Any excavation performed with a standard backhoe bucket will not be considered rock excavation.
4. Haul Excess Rock Off Site (LV): Measurement per cubic yard of material hauled off site, based on a truck count. Payment will include all costs related to hauling and disposing of the material off the Site.
 - a. Any excess rock hauled off site must be approved by Engineer prior to removing.
5. Sand Cushion: Measurement per linear foot. Payment at the Unit Price shall include all costs related to providing the material as shown on the Drawings and Standard Detail Plate.
6. Granular Material: Measurement per ton of material compacted in place as determined from weight tickets delivered to the Engineer and shall include all costs related to providing the material as shown on the Drawings and Standard Detail Plate.

7. Improved Pipe Foundation: Measurement per linear foot for each 6 inch layer placed below pipe bedding, not including the first 6 inches:
 - a. For example, if 2 feet of foundation material is required under a pipe; 6 inches of material is required for bedding, and payment will be made for 3 linear feet of pipe foundation material, 6 inches deep, per foot of pipe installed.
 - b. No payment will be made without the knowledge or consent of the Engineer.
 - c. No payment will be made for subgrade rock installed for de-watering purposes only, unless specified.
 - d. No payment will be made for disposing of excavated material off the Site that has been created by placement of improved pipe foundation.
8. Temporary Bracing and Sheet piling: Considered part of the excavation costs with no additional compensation to Contractor, unless provided for otherwise.
9. Density Tests:
 - a. Passing Tests: All costs paid by Owner.
 - b. Failing Tests: All costs will be deducted from payments to Contractor.
10. Dewatering: No explicit, direct payment is made for this work. Include the costs in the Unit Prices for the pipe or structure installed.
11. Excavation Special (Pothole Existing Private Utility): This Bid Item is for potholing and exposing existing private utilities that may be in conflict with the proposed public utilities. Measurement per each location exposed regardless of the number of utilities in the respective location. Payment will include all cost related to exposing the potential conflict:
 - a. The quantity shown on the Bid Form is an estimated amount. Payment will be based on the quantity actually used, regardless of the estimated quantity. No revision to the Contract Unit Price shall be considered or allowed due to variations of the actual quantity from the estimated amount.
12. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction", 2020 (MnDOT Spec.):
 1. 2106 - Excavation and Embankment – Compacted Volume Method.
 2. 3149 - Granular Material.
 3. 1711 - Use of Explosives.
- B. American Society of Testing Materials (ASTM):
 1. A798 -Standard Practice for Installing Factory-Made Corrugated Steel Pipe for Sewers and Other Applications.
 2. D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
- C. American Water Works Association (AWWA):
 1. C150 - Thickness Design of Ductile-Iron Pipe.
 2. C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast for Water.

1.04 SUBMITTALS

- A. Provide the following submittals consistent with Section 01 33 00:
 - 1. Product Data for each Borrow Material:
 - a. Name and location of source.
 - b. Results of gradation tests.

1.05 DEFINITIONS

- A. Bedding: The soil material adjacent to the pipe which makes contact with the pipe foundation, walls of the trench, and upper level of backfill. The purpose of bedding is to secure the pipe to true line and grade, and to provide structural support to the pipe barrel.
- B. Foundation: Soil material beneath the pipe bedding.
- C. Improved Pipe Foundation: Foundation provided by importing material from sources outside the Site. Required when foundation is soft or unstable.
- D. Coarse Filter Aggregate: Free draining mineral product used around draitile pipe.
- E. Rock Excavation (Hard Rock): Includes such rocks that are **not** decomposed, weathered, or shattered, and which will require blasting, hydro-hammering, barring, wedging, or use of air tools for removal. Also included are any boulders, concrete, or masonry structure (except concrete pavement, curb and gutter, and sidewalk) exceeding 1 cubic yard.
- F. Rock Excavation (Soft Rock): Includes such rocks that are decomposed, weathered, or shattered, and which will require the use of ripping equipment, such as rock buckets and ripper hooks.
- G. Pipe Zone: That part of the trench below a distance of 1 foot above the top of the pipe.
- H. Sand Cushion: Aggregate bedding material used around pipe in areas where rock excavation is encountered, where pipe insulation is used, and when crossing existing utilities.
- I. Granular Material: Includes the area below the subgrade and above the pipe zone when shallow pipe is installed in areas of rock excavation.

1.06 SEQUENCING AND SCHEDULING

- A. Known existing underground utilities are shown on the Drawings in a general way. Owner does not guarantee the locations as shown on the Drawings. Anticipate variations in both the vertical and horizontal locations of underground utility lines from those shown on the Drawings.
- B. Uncover utilities and verify both horizontal and vertical alignments sufficiently in advance of construction to permit adjustments in the Work. Determine location of existing utilities and identify conflicts before excavating trench for pipe installation.
- C. Notify Gopher State One Call before starting construction in a given area, requesting utility locations in the field.

- D. Provide continuance of flow of existing sewer and other facilities.
- E. Backfill and compact all trench excavations promptly after the pipe is laid.
- F. Salvage and re-spread existing topsoil within trench and spoil pile areas. This work shall be considered incidental to the pipe installation.

1.07 WARRANTY

- A. Trench settlements that occur during the correction period and are greater than 1/2 inch as measured by a 10 foot straight edge will be repaired in a manner acceptable to the Owner at the Contractor's expense.

PART 2 PRODUCTS

2.01 PIPE BEDDING MATERIAL

- A. Comply with MnDOT Spec. 3149.2.B for Granular Material, modified with the following:
 - 1. No existing onsite granular material encountered during construction may be used unless approved by Engineer, based on quality control gradations provided by the Contractor for the onsite material being placed. The rate of testing will be determined based on changes of the existing material, or as determined by Engineer.
 - 2. 1 inch maximum aggregate size.
 - 3. Only virgin materials allowed.

2.02 IMPROVED PIPE FOUNDATION MATERIAL

- A. Comply with MnDOT Spec. 3149.2.H, as modified herein:
 - 1. Crushing Requirements: At least 50-percent of the material by weight retained on the No. 4 sieve shall have 1 or more crushed faces.

2.03 SAND CUSHION MATERIAL

- A. Comply with MnDOT Spec. 3149.2.B for Granular Material, modified with the following:
 - 1. No existing onsite granular material encountered during construction may be used unless approved by Engineer, based on quality control gradations provided by the Contractor for the onsite material being placed. The rate of testing will be determined based on changes of the existing material, or as determined by Engineer.
 - 2. 1 inch maximum aggregate size.
 - 3. Only virgin materials allowed.

2.04 BACKFILL MATERIAL

- A. Suitable materials selected from the excavated materials to the extent available and practical.
- B. Suitable materials are mineral soils free of rubbish, trees, stumps, branches, debris, frozen soil, oversize stone (greater than 1 cubic foot), concrete and bituminous chunks, and other similar unsuitable material.

- C. When suitable materials are not available, as determined by the Engineer, comply with MnDOT Spec. 3149.2.B for Granular Material.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Prior to construction, inspect existing utility structures and surface features, and document condition.
- B. Re-inspect foundation soils if rain fall or snow has occurred after initial inspection but prior to placing pipe and bedding.
- C. Prior to construction, perform the Excavation Special (Pothole Existing Utility) for the purpose of determining possible conflicts between existing private utilities and proposed public utilities. Allow sufficient time for private utility companies to relocate facilities or Engineer to redesign public utilities.

3.02 PREPARATION

- A. Notify Utility Owners to field mark their utility locations.
- B. Protect as necessary surface features, such as utility poles, trees, structures, pavement, etc., that are not designated on the Drawings to be removed.
- C. Notify utility companies of progress schedule so they can accomplish any necessary relocations and removals that they have agreed to relocate, remove, or support.
- D. Implement traffic control.
- E. Complete temporary removal or relocation of surface features, such as fences, shrubs, signs, and mailboxes.
- F. Strip off existing topsoil from within the trench excavation limits and stockpile. Separate vegetative strippings from salvageable topsoil and dispose of appropriately.
- G. Crossing Under Existing Utility Lines:
 - 1. Use extreme care when excavating in the vicinity of underground utility lines to avoid damage to protective coatings or surfaces.
 - 2. Where possible and as authorized by the utility, temporarily remove the utility line, install the new pipe, and reinstall the utility line.
 - 3. Where existing line cannot be removed or is not feasible to remove, securely support, excavate under, backfill under and around the utility line to 100-Percent Standard Proctor Density.
 - 4. Report and repair damaged lines prior to backfilling trench.
- H. Rock Excavation:
 - 1. Contractor shall submit a blasting plan for review and approval by the Engineer.
 - 2. Use of explosives comply with MnDOT Spec. 1711.

3.03 CONSTRUCTION

- A. Conform to ASTM C2321 and C1479, or modified herein.
- B. Trench Excavation:
 - 1. Excavate trench to alignment and grade shown on the Drawings.
 - 2. The trench width at the surface may vary and depends on the depth of trench and nature of the excavated material encountered. However, it shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly.
 - 3. Correct any part of the trench that is inadvertently excavated below grade with approved material compacted to 100-Percent Standard Proctor Density.
 - 4. Brace, shore, or sheet trench and provide drainage. Comply with applicable State Regulations relating to industrial safety to a safe angle of repose. Angle of repose may be no less than that required by the Accident Prevention Division of the State Industrial Commission or the requirements of the Occupational Safety and Health Act (OSHA), whichever is most restrictive.
 - 5. Pile all excavated material in a manner that will not endanger the Work or obstruct sidewalks, driveways, gutters, etc.
 - 6. Segregate soils in the excavated material that are not suitable for trench backfill and dispose of in a manner that is consistent with the requirements specified herein under "Backfill Above Pipe Zone."
 - 7. Dispose of excess excavated materials off of right-of-ways and easements in a suitable site selected by the Contractor.
 - 8. Haul materials, other than natural soil materials that are suitable as backfill material, to an approved landfill as directed by the Engineer.
 - 9. It is anticipated that private utility crossings will be encountered and may interfere with the proposed public utilities.
 - a. Pothole and expose existing private utility crossings to determine location and elevation.
 - b. Perform construction activities in the vicinity of the private utilities so as not to disturb the existing crossings.
 - 10. If frost thickness exceeds 6 inches, all frost chunks must be removed from the Site and non-frozen material must be used to backfill the excavation.
- C. Water Control:
 - 1. Dewater the ground as necessary to excavate the trench and install the pipe. All pipe and structures shall be laid in a dry condition prior to backfill. Maintain groundwater level a minimum of 1 foot below the pipe invert. Measure the rate of flow from dewatering pumps at the beginning of the dewatering operation(s) and once per week thereafter. Keep a daily log of hours pumped.
- D. Trench Bottom:
 - 1. Excavate to a sufficient depth to ensure adequate foundation when the bottom of the trench is soft or where in the opinion of the Engineer unsatisfactory foundation conditions exist. Bring excavation up to pipe grade with thoroughly compacted granular materials meeting the requirements of Improved Pipe Foundation Material.
 - 2. Provide temporary support, remove, relocate, or reconstruct existing utilities located within the trench excavation. Utility shall designate method employed. Use particular care and provide compacted fill or other stable support for utility crossings to prevent detrimental displacement, rupture, or failure.

3. Excavate to expose existing utilities that cross in close proximity to the planned pipe line to determine the utilities' exact location sufficiently ahead of pipe installation to plan for the avoidance of grade conflict. Measure to determine the utilities' location relative to the planned pipe line location. A deviation from the alignment, grade, and location to avoid conflict may be ordered by the Engineer.
4. In locations where rock affects the pipe foundation, excavate the trench 12 inches below the pipe and place sand cushion material up to the top of the pipe zone. Blend suitable on Site backfill material with any rock (1 cubic foot maximum size) that is placed back in trench. Dispose of excess rock at a suitable location outside the Site:
 - a. Sand Cushion: The removal and disposal of the unsuitable material within the trench and below the invert elevation, and the replacement up to invert elevation with the appropriate bedding material.
 - b. Granular Borrow: The removal and disposal of unsuitable material within the trench, above the pipe zone, and replacement up to the subgrade with appropriate backfill material, per Standard Detail Plate BED-4. No additional compensation will be allowed for wider or deeper trenches in rock excavations.
 - c. For PVC, Corrugated PP, and HDPE Pipe, the sand cushion shall be placed to 1 foot above the pipe and shall be paid as pipe bedding. The remainder of the trench up to the top of the rock shall be backfilled with granular backfill material.
5. Improved Pipe Foundation: When unsatisfactory foundation conditions exist, excavate to a depth consisting of solid materials. Fill to pipe grade with thoroughly compacted granular materials meeting the requirements of Improved Pipe Foundation Material.

3.04 PIPE BEDDING

- A. PVC Pipe, HDPE pipe, and Corrugated PP: Bed pipe in accordance with ASTM D2321 and Standard Detail Plate BED-1, 3, and 4.
- B. RCP: Bed pipe in accordance with ASTM C1479 and Standard Detail Plate BED-2, 3, and 4.
- C. DIP: Bed pipe in accordance with AWWA Standard C150 and C151 and Standard Detail Plate BED-2, 3, and 4.
- D. Corrugated Metal Pipe: Bed pipe in accordance with ASTM A798 and Standard Detail Plate BED-2, 3, and 4.
- E. The pipe trench directly under the pipe shall be loosely placed un-compacted material per the Standard Detail Plates.
- F. Use only selected materials free from rock, boulders, debris, or other high void content substances to a level 1 foot above the top of pipe. Remove ledge rock, boulders, and large stones to provide at least 6 inch clearance from pipe.
- G. Dig bell holes of ample dimension at each joint such that the pipe barrel rests continuously on the bedding.

3.05 BACKFILL WITHIN PIPE ZONE

- A. Backfill immediately after pipe is laid. Restrain pipe as necessary to prevent their movement during backfill operations.
- B. Place material completely under pipe haunches in uniform layers not exceeding 4 inches in depth.
- C. Hand (shovel/slice) tamp along pipe within haunch zone to provide a solid pipe foundation.
- D. Corrugated PP:
 - 1. Hand (shovel) and thoroughly place pipe bedding material within the exterior corrugation areas adjacent to the pipe.
 - 2. Compact the pipe bedding bacterial within the pipe zone.

3.06 BACKFILL ABOVE PIPE ZONE

- A. Use suitable materials meeting the requirements of Backfill Material.
- B. Place in uniform depth layers not to exceed 12 inches before compaction. Complete the compaction of each layer before placing material for the succeeding layer.
- C. Compact each layer by mechanical means until it meets the requirements of MnDOT Spec. 2106.3.G.1. Trenches shall be compacted to a minimum of 95-percent, except to 100-percent in the upper 3 feet:
 - 1. Trenches between existing or future buildings or structures shall be compacted to a minimum of 100-percent for the entire depth of the trench.
- D. The method and means of placement and type of compaction equipment used is at the discretion of the Contractor. However, all portions of the trench backfill must meet minimum specified compaction requirements.
- E. Any deficiency in quantity of backfill material (caused by shrinkage or settlement) shall be supplied at no additional cost to the Owner.
- F. Excavated material not suitable or required for backfill shall be disposed of outside of the Site.
- G. It is assumed that all backfilling of trenches will be performed using on Site, excavated trench material. If the Contractor is unable to meet the specified density requirements using that material due to excess moisture content or other circumstance beyond their control, they shall immediately notify the Engineer of such condition. Following investigation of the circumstances, the Engineer, Contractor, and Owner shall mutually agree upon the proper course of action to address the issue.
- H. Any excavated rock that is placed back in the trench shall be crushed to a maximum rock size of 12 inches and adequately mixed with suitable on Site backfill material before being placed and compacted in the trench.

3.07 FIELD QUALITY CONTROL

- A. Density Tests: to be performed by an approved soils testing firm at various locations and depths throughout the Site as directed by the Engineer. Cooperate fully and provide assistance as necessary to complete these tests.
- B. Failed density test areas shall be excavated and re-compacted until the density requirements are met.

END OF SECTION

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SECTION 33 05 18

ADJUST MISCELLANEOUS STRUCTURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Adjustment of utility structures.
- B. Related Sections:
 - 1. Section 01 57 13 – Temporary Erosion and Sediment Control.
 - 2. Section 33 10 00 – Water Utilities.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Payment at the Bid Unit Price for all items is considered compensation in full for all materials and Work required to furnish and install the Bid Item in place.
 - 2. Adjust Manhole Casting Including New HDPE Adjustment Rings: Measurement per each. Payment will include furnishing and installing new HDPE adjustment rings and fabric, installing new or salvaged casting, excavation, backfilling, salvaging and reinstalling aggregates, and bituminous patch when located within a paved surface.
 - a. Existing Manholes:
 - 1) Payment shall include removal and disposal of existing rings, mortar, and fabric.
 - b. New manholes in non-bituminous surfaced areas:
 - 1) No separate payment for adjustment to final grade will be made. Adjustment of the structure shall be considered incidental to the Bid Items for the furnishing and installation of each type of structure.
 - 3. Adjust Manhole Casting (Cast Iron Manhole Adjusting Ring): Measurement per each. structure adjusted by means of furnishing and installing steel adjusting ring as specified.
 - 4. Adjust Valve Box: Measurement per each. Payment will include installing new or salvaged casting, excavation, backfilling, salvaging and reinstalling aggregates, and bituminous patch when located within paved surface.
 - a. New valve boxes in non-bituminous surfaced areas:
 - 1) No separate payment for adjustment to final grade will be made. Adjustment of the structure shall be considered incidental to the Bid Item for Valve and Box.
 - 5. Adjust Catch Basin Casting Including New HDPE Adjustment Rings: Measurement per each. Payment will include excavation, furnishing and installing new HDPE adjustment rings and fabric, installing new or salvaged casting, and backfilling.
 - a. Existing Catch Basins:
 - 1) Payment shall include removal and disposal of existing rings, mortar, and fabric.
 - 6. Clean Out or Curb Box Protective Cover: Measurement will be per each and shall include excavation, furnishing, and installation.
 - 7. Extend Hydrant Barrel: Measurement will be by the linear foot of adjustment made, including the heavy-duty rod assembly, if required.

8. Valve Box Extension: Measurement per lineal foot on the basis of the linear feet of extension sections installed. Payment includes furnishing and installation of valve box extension sections on either new or existing valve boxes.
9. All work associated with the surfacing removal, excavation, material replacement, compaction, and patching necessary for the adjustment of structures within bituminous surfaced areas shall be considered incidental to the adjustment.
10. For street rehabilitation projects, or if required by the Engineer, use of parachute is incidental to manhole adjustment.
11. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing and Materials (ASTM):
 1. ASTM A48 – Specification for Gray Iron Casting.
 2. ASTM D1248 – Polyethylene Plastics Molding and Extrusion Materials.
- B. Minnesota Department of Transportation “Standard Specifications for Construction” 2020 Edition (MnDOT Spec.):
 1. 3733 – Geosynthetic Materials.

1.04 DEFINITIONS

- A. Adjust Manhole or Catch Basin Casting: A change in rim elevation accomplished for manholes or catch basins through the addition or removal of adjustment rings only. Adjustment does not include the addition or removal of sections from the structure.
- B. Adjust Valve Box: A change in elevation of the top of the valve box accomplished through the raising or lowering of the existing top section of the valve box only. Adjustment does not include the addition or removal of sections from the valve box.
- C. Remove and Replace Adjustment Rings: The process of removing the existing concrete adjustment rings from an existing structure and placing new rings on manholes and catch basins.

1.05 SEQUENCING AND SCHEDULING

- A. Contractor, Engineer, and Owner shall inspect all existing structures prior to beginning construction.
- B. Owner will remove any foreign material found in the existing structures prior to construction. Remove any foreign material that enters the structures during construction. Notify owner any time foreign materials enter structures regardless of the amount of material.
- C. When temporarily removing existing castings and valve box top sections, place castings and valve top sections in the boulevard area directly behind the curb, and in line with the existing structure for the purpose of locating the plated structure and valve box.

- D. Use care when removing bituminous surfacing around existing structures to avoid damage to existing materials. Replace any castings or valve box materials damaged during the surfacing removal with equal materials at no cost to the Project.
- E. Bituminous street patching associating with the structure adjustment shall be completed the same day as the structure is adjusted, including manhole casting protection.

PART 2 PRODUCTS

2.01 ADJUSTING RING

- A. High-Density Polyethylene (HDPE): Molded high-density polyethylene conforming to ASTM D1248.
- B. Cast Iron Manhole Adjusting Ring: R-1979 Series adjusting ring as manufactured by Neenah Foundry, or approved equal.

2.02 ADHESION MATERIALS

- A. Ram-Nek material, or approved equal.
- B. Sealant (For HDPE Rings):
 - 1. DOW 999 – A building caulking and glazing sealant, or approved equal.
 - 2. Open cell polyurethane foam sealant with adhesive backing.

2.03 HYDRANT EXTENSIONS

- A. Sections: Match existing hydrant manufacturer and model.

2.04 CASTINGS

- A. Manhole, Catch Basin Frames, and Covers:
 - 1. Requirement: ASTM A48.
 - 2. Material: Class 35 cast iron. Best grade. Free from injurious defects and flaws.
 - 3. Finish: Coal tar pitch varnish.
 - 4. Finish Preparation: Sandblast.
 - 5. Machine cover and frame contact surface for non-rocking protection.
 - 6. Type and Style:
 - a. NEENAH R-1642 Type “B”, Platen Lid, 2 concealed pick holes, or approved equal, for sanitary manholes. Covers stamped with “SANITARY SEWER”. Use 2 inch letters.
 - b. NEENAH R-1642 Type “B”, Platen Lid, Open Hole, or approved equal, for storm manholes. Covers stamped with “STORM SEWER”. Use 2 inch letters.
 - c. NEENAH R-1642-A, short casting – 5 inch height.
 - d. NEENAH R-3067-VB (use at low points), and R-3067-V (not at low points), or approved equal, for storm sewer catch basin manholes and catch basins.
 - e. NEENAH R-4342, or approved equal, for beehive catch basin manholes.
 - f. NEENAH R-3290-A (Type A grate), or approved equal, for storm sewer catch basins within commercial driveway entrances.
 - g. NEENAH R-1755 E, Water tight casting.

- h. NEENAH R-3501TB, or approved equal, for storm sewer catch basins within surmountable curb at residential driveway entrances.

B. Cleanout and curb box protection: Ford Type A1

2.05 VALVE BOX

A. Risers:

1. Valve box riser to fit the Tyler No. 6850, 6855, 6860, or 6865 top section and drop lid, or approved equal.
2. Tyler No. 69 gate valve extension screw adjustable, or approved equal.
3. Cast iron valve adjusting rings are not allowed.
4. Conform to the requirements of Section 33 10 00.

2.06 GEOSYNTHETIC MATERIALS

- A. Non-woven filter fabric type 1 in accordance with MnDOT Spec. 3733.B for use in conjunction with HDPE rings.

PART 3 EXECUTION

3.01 GENERAL

- A. The necessary vertical alignment will be determined by the Engineer and generally as indicated on the schedule of adjustments.
- B. Where existing frame is within 0.10 feet of grade, no adjustment is to be made.
- C. Raise or lower the frame to match the street or gutter.
- D. Protect existing structures from damage.
- E. Prevent sand, concrete, or any other debris from entering the structures.
- F. HDPE rings to be used on all structures.
- G. Adjust all structures located in non bituminous surface areas to final design grade.
- H. Immediately following removal of existing casting and adjusting rings, cover structure opening with suitable steel plate to prevent foreign debris from entering structure. Secure plate to top slab or cone with Ram-Nek.
- I. For street rehabilitation projects, or if required by the Engineer, use parachute or approved equal to prevent debris from entering structures while active work is being done on or near an existing structure.
- J. Installation of Cast Iron Manhole Adjustment Rings shall be as directed by the Engineer.

3.02 PREPARATION

- A. Call utility owners to field mark their utility locations.
- B. Verify exact location of existing utilities.

3.03 ADJUST MANHOLE AND CATCH BASIN FRAME

A. HDPE Adjusting Ring:

- 1. See Standard Detail Plate STR-23.
- 2. Remove all dirt, debris, dust, and other deleterious material from surface prior to placement of first ring.
- 3. Install adhesive for manhole adjusting rings as per the following:

Location of Sealant	Type of Sealant
Between casting and last ring:	3/4 inch by 3/4 inch open cell polyurethane foam sealant and 1/2-inch bead of DOW 999
Between intermediate rings:	½ inch bead of DOW 999
Between cone/top slab and first ring:	3/4 inch by 3/4 inch open cell polyurethane foam sealant and ½ inch bead of DOW 999

- 4. Sealant to be placed around entire circumference of each unit with no gaps.
- 5. Utilize a variety of thickness of flat units and sloping units to match the required grade and slope of the area at the location of the structure:
 - a. Shims are not allowed.
 - b. HDPE rings must be stacked plumb and cannot be staggered.
- 6. Total Thickness of Rings Allowed: Minimum of 3 inches, maximum of 12 inches.
- 7. Wrap entire casting and ring system with geotextile. For structures with cone section, geotextile wrap to extend over a minimum length of 18 inches of the cone.

- B. New adjusting rings shall be used on all casting adjustments, regardless of whether casting is salvaged, existing, or new.

C. Cast Iron Manhole Adjusting Ring:

- 1. Use of the adjustment ring shall be as directed by the Engineer.
- 2. Install per manufacture's recommendations.
- 3. 1- 5/8 inch minimum to 2.0 inch maximum steel ring height.
- 4. Apply adhesive as recommended by the manufacture.
- 5. Only 1 steel ring allowed for adjustment from the initial lift of wear course grade to the final wear course grade.

3.04 ADJUST VALVE BOX

- A. Adjust box by screwing top section up or down.
- B. Prevent sand, chunks of concrete, or any other debris from entering the valve box:
 - 1. Short sections inserted inside the existing top section are not allowed to perform adjustment, unless specified.

- C. Install approved sections as needed for extension by removing top section, installing additional extension, and re-installing top section.
- D. Patch road to match existing pavement section.

3.05 HYDRANT EXTENSIONS

- A. Remove upper section.
- B. Install extension kit as per manufacturer's requirements.
- C. Replace upper and lower rod assemblies with heavy-duty for extensions in excess of 18 inches.
- D. Replace the upper section.

3.06 SCHEDULE OF ADJUSTMENTS

- A. Manholes Outside of Street Areas:
 - 1. Permanently adjust casting to design rim elevation at time of structure installation.
- B. Manholes Within Street Areas with Concrete Curb and Gutter (Final Wearing Course Paved the Same Year as the Initial Lift Wearing Course):
 - 1. At time of structure installation, install casting directly upon top slab or cone section with Ram-Nek material.
 - 2. Prior to street construction, remove casting from all new and existing manholes and cover structure opening with suitable steel plate. Secure plate to top slab or cone with Ram-Nek.
 - 3. Following initial lift wearing course paving perform adjustment:
 - a. Locate structure and expose.
 - b. Remove steel plate. Permanently place HDPE rings on structure. Permanently place casting on top ring with adhesive. Wrap filter fabric over casting and rings. For structures with cone section, fabric shall extend a minimum of 18 inches down cone.
 - c. Replace and compact gravel base material. Patch initial lift wearing course around structure:
 - 1) Bituminous patch to be 6 feet by 6 feet, minimum.
 - d. Top of casting to be 1/4 to 3/8 inch lower than the final wearing course grade, as measured with a 6 foot straight edge centered on the structure.
 - e. Perform adjustment no more than 5 working days prior to placement of bituminous final wearing course, unless approved by Engineer.
- C. Manholes Within Street Areas with Concrete Curb and Gutter (Final Wearing Course Paved the Following Year or Later):
 - 1. At time of structure installation, install casting directly upon top slab or cone section with Ram-Nek material.
 - 2. Prior to street construction, remove casting from all new and existing manholes and cover structure opening with suitable steel plate. Secure plate to top slab or cone with Ram-Nek.
 - 3. Following non-wearing course paving perform adjustment:
 - a. Locate structure and expose.

- b. Remove steel plate. Permanently place HDPE rings on structure. Permanently place casting on top ring with adhesive. Wrap filter fabric over casting and rings. For structures with cone section, fabric shall extend a minimum of 18 inches down cone.
 - c. Replace and compact gravel base material. Patch initial lift wearing course around structure:
 - 1) Bituminous patch to be 6 feet by 6 feet, minimum.
 - d. Top of casting to be 1/4 to 3/8 inch lower than the initial lift wearing course grade, as measured with a 6 foot straight edge centered on the structure.
 - e. Adjustment of all manholes must be completed within 15 working days after the start of placement of the initial lift wearing course. Adjustment will not be allowed prior to initial lift wearing course paving.
 - 4. Prior to final wearing course paving (the following year or later), perform adjustment:
 - a. Permanently adjust casting to final grade with steel adjusting ring.
 - b. Top of casting to be 1/4 to 3/8 inch lower than the final wearing course grade, as measured with a 6 foot straight edge centered on the structure.
 - c. Perform adjustment no more than 5 working days prior to placement of bituminous final wearing course, unless approved by Engineer.
- D. Street Catch Basins:
- 1. Within Concrete Curb and Gutter:
 - a. At time of structure installation, place HDPE rings and casting on dry.
 - b. Establish erosion control around structure per Section 01 57 13. Structure to be allowed to accept runoff during this condition. Basin grate shall not be covered with fabric or other impervious material.
 - c. Immediately prior to concrete curb and gutter installation, remove erosion control and permanently adjust casting to proper grade.
 - d. Pour concrete curb and gutter adjacent to structure, permanently setting casting into curb line.
 - e. Hood opening to be 3-1/2 to 4 inch between top of casting and top of hood opening.
- E. Valve Boxes Outside of Street Areas:
- 1. Permanently adjust box to design rim elevation at time of valve installation.
- F. Existing Valve Boxes Outside of Street Areas:
- 1. Permanently adjust box to design rim elevation prior to final restoration work.
- G. Valve Boxes Within Street Areas with Concrete Curb and Gutter (Final Wearing Course Paved the Same Year as the Initial Lift Wearing Course):
- 1. At time of valve installation, install box.
 - 2. Prior to street construction, lower top section of box sufficiently to avoid damage during street base construction.
 - 3. Perform adjustment following initial lift wearing course paving:
 - a. Locate box and expose.
 - b. Adjust box to final wearing course grade by raising of top section.
 - c. If top section cannot be raised to proper grade, install valve box extension section.
 - d. Replace and compact gravel base material. Patch initial lift wearing course around structure:
 - 1) Bituminous patch to be 4 feet by 4 feet, minimum.

- e. Top of box to be 3/4 inch lower than the final wearing course grade, as measured with a 6 foot straight edge centered on the box.
 - f. Perform adjustment no more than 5 working days prior to placement of bituminous final wearing course, unless approved by Engineer.
- H. Valve Boxes Within Street Areas with Concrete Curb and Gutter (Final Wearing Course Paved the Following Year or Later):
 - 1. At time of valve installation, install box.
 - 2. Prior to street construction, lower top section of box sufficiently to avoid damage during street base construction.
 - 3. Perform adjustment following initial lift wearing course paving:
 - a. Locate box and expose.
 - b. Adjust box to initial lift wearing course grade by raising of top section.
 - c. If top section cannot be raised to proper grade, install valve box extension section.
 - d. Replace and compact gravel base material. Patch initial lift wearing course around structure:
 - 1) Bituminous patch to be 4 feet by 4 feet, minimum.
 - e. Top of box to be 3/4 inch lower than the initial lift wearing course grade, as measured with a 6 foot straight edge centered on the box.
 - f. Adjustment of valve boxes must be completed within 15 working days after the start of placement of the bituminous initial lift wearing course. Adjustment will not be allowed prior to paving.
 - 4. Prior to final wearing course paving (the following year or later), perform adjustment:
 - a. Remove initial lift wearing course around valve box. Remove sufficient material to allow for compaction of the gravel base.
 - b. Adjust box to final wearing course grade by raising of top section.
 - c. If top section cannot be raised to proper grade, install valve box extension section.
 - d. Replace and compact gravel base material. Patch initial lift wearing course around structure:
 - 1) Bituminous patch to be 4 feet by 4 feet, minimum.
 - e. Top of box to be 3/4 inch lower than the final wearing course grade, as measured with a 6 foot straight edge centered on the box.
 - f. Perform adjustment no more than 5 working days prior to placement of bituminous final wearing course, unless approved by Engineer.

3.07 TRAFFIC CONTROL

- A. Place construction advisory signs, 36 inch by 36 inch, stating "Construction Zone" and "Proceed at Your Own Risk" in black letters on an orange field at all entrances to the Project prior to beginning final adjustment of structures within bituminous surfaced areas.
- B. Exposed edges of manhole castings and valve boxes raised prior to bituminous wear course paving shall be painted with "White" or "Pink" paint.
- C. Provide appropriate traffic control devices to protect the traveling public during all phases of the structure adjustment work.

3.08 FIELD QUALITY CONTROL

- A. For adjustments made within bituminous surfaced areas, any settlements of the bituminous surfacing below the rim of the adjustment structure will require removal and replacement of the bituminous surfacing at the expense of the Contractor.
- B. Secure manholes and structures immediately after completion or before suspension of operations at the end of working day with castings or suitable alternative device.
- C. Adjust manhole and catch basin frames as described above. Thorough tamping of the material around manhole and catch basin frames is required. Where existing frame is within 0.10 feet of grade, no adjustment is to be made. In such cases the crown or gutter shall be either lowered or raised, as the case may be, to put the street and frame at the same grade.
- D. No shims of any material will be allowed.
- E. Adjust valve boxes as described above. Thorough tamping of the material around the valve box is required. All valve boxes shall be clean, straight, plumb, and keyable, allowing a 4 inch schedule 40 pipe to be placed and centered over the valves operating nut from the street surface. This alignment check will be performed on all valves after the final adjustment of the valve box and prior to placement of the bituminous wearing course. Supply the alignment tool (4 Inch Schedule 40 Pipe) and perform this test with the Owner's representative.
- F. Settlements around structure adjustments that occur during the correction period and result in the casting being higher than the bituminous wearing course will be repaired in a manner acceptable to the Owner at the Contractor's expense.

END OF SECTION

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SECTION 33 05 20

RECONSTRUCT MISCELLANEOUS STRUCTURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Reconstruction of existing utility and drainage structures.
- B. Related Sections:
 - 1. Section 02 41 13 - Selective Site Demolition.
 - 2. Section 33 05 06 - Trenching and Backfill.
 - 3. Section 33 05 18 - Adjust Miscellaneous Structures.
 - 4. Section 33 10 00 - Water Utilities.
 - 5. Section 33 31 00 - Sanitary Utility Sewer Piping.
 - 6. Section 33 39 00 - Sanitary Sewerage Structures.
 - 7. Section 33 40 00 - Stormwater Utilities.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Add Manhole or Catch Basin Section: Per each section installed, according to the height, size, and type of section. Payment will include all costs related to furnishing and installing the section, including excavation, salvaging and reinstalling the cone section or top slab, backfilling, and compaction.
 - 2. Remove and Replace Cone Section or Top Slab: Per each cone section replaced on an existing sanitary sewer structure, according to size. Payment will include all costs related to furnishing and installing the new section, including excavation, removal and disposal of existing cone section, backfilling, and compaction.
 - 3. Remove and Replace Casting: Per each replaced, according to type. Payment shall include removal and disposal of existing casting and furnishing new casting. Installation of the casting will be included under the adjustment bid item by type of casting as described in Section 33 05 18.
 - 4. Install Step: Per each. Payment will include all costs related to furnishing and installing a step within a storm sewer or sanitary sewer structure. Payment will include removal of existing step.
 - 5. Remove and Replace Step: Per each. Payment will include all costs related to removing, furnishing, and installing the step.
 - 6. Remove and Replace Inside Drop Pipe: Per each. Payment will include all costs related to removing the existing riser pipe and furnishing and installing a new riser pipe including bend.
 - 7. Reconstruct Invert: Per each and shall include all costs associated with removals of existing concrete base, concrete work for new invert, and all work related to doghouses.
 - 8. Reconstruct Doghouse: Per each and shall include all costs associated with all work related to removing the existing doghouses and constructing new.

9. Reconstruct Valve Box: Per lineal foot. Payment will include all costs related to furnishing and installing new valve box mid, bottom, and base sections as directed by Engineer, including excavation, removal of existing sections, backfilling, and compaction:
 - a. Patching the street to the existing typical section will be paid separately under the Patch Gravel Street Bid Item per Section 32 11 23.
 - b. The amount shown on the Bid Form has been estimated. This Bid Item will only be used if, during construction, an existing valve box is determined by the Engineer or Owner to be in need of replacement.
10. Remove and Replace Valve Box Top Section and Cover: Per each replaced. Payment shall include removal and disposal of existing top section and cover and furnishing new top section and cover. Installation of the top section and cover will be included as part of the adjust valve box bid item as described in section 33 05 18.
11. Remove and Replace Valve and Box: Per each, by size and type specified, and will include all costs related to removing and disposing of existing valve and valve box, furnishing and installing new valve, fittings, and valve box per Section 33 10 00.
 - a. Patching the street to the existing typical section will be paid separately under the Patch Gravel Street Bid Item per Section 32 11 23.
12. Watermain Evaluation Excavation: Per each and shall include all costs related to excavating the existing water main fitting or valve, exposing all bolts for inspection by Engineer, and backfilling. Payment under this bid item will only be made if the fitting or valve is determined to be acceptable by Engineer and does not require any repair. Additional bid items have been provided for fitting or valve evaluation excavations requiring repair.
13. Watermain Evaluation Excavation and Fitting Bolt Replacement: Per each and will include all costs related to excavating to the existing watermain fitting, replacing all fitting T-bolts with Cor-Blue bolts, and backfilling.
14. Watermain Evaluation Excavation, Valve Repair, and Valve Box Replacement: Per each and will include all costs related to excavating to the existing watermain fitting, repairing the existing valve, removing and replacing valve box, and backfilling.
 - a. Valve repairs include:
 - 1) Remove and replace wrench nut
 - 2) Remove and replace wrench nut cap screw
 - 3) Remove and replace bonnet gasket, bolts, and nuts
 - 4) Remove and replace stuffing box gasket, bolts, and nuts
 - 5) Remove and replace stem O-rings (2 or 3 each)
 - 6) All repairs above completed with Grade 316 stainless steel bolts and nuts
 - 7) Remove and replace all T-bolts with Cor-Blue bolts
15. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing and Materials (ASTM):
 1. ASTM A615 - Specification for Deformed and Plain Billet - Steel Bars for Concrete Reinforcement.
 2. ASTM C139 - Specification for Concrete Masonry Units for Construction of Catch Basins and Manholes.
 3. ASTM C150 - Specification for Portland Cement.
 4. ASTM C206 - Specification for Finishing Hydrated Lime.

5. ASTM C478 - Specification for Precast Reinforced Concrete Manhole Sections.

1.04 SEQUENCING AND SCHEDULING

- A. Contractor, Engineer, and Owner shall inspect all structures prior to beginning construction.
- B. Owner will remove any foreign material found in these structures prior to construction.
- C. Remove and dispose of any foreign material which enters the structures during the construction period.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

- A. Standard Portland Cement Type 1, clean washed sand, crushed rock, and gravel free from deleterious materials for monolithic concrete manholes and all manhole bases.
- B. Portland Cement: Comply with the requirements of ASTM C150.
- C. Design Mix: Subject to the approval of the Engineer. Use proper water-Cement Ratio to obtain 4,000 psi in 28 days.
- D. Mortar Materials:
 - 1. Cement: Type 1 Standard Portland Cement conforming to ASTM C150.
 - 2. Lime: Normal finishing hydrated lime meeting the requirements of ASTM C206.
 - 3. Mix Proportions:
 - a. 1-part cement to 3-parts of suitable plaster sand for mortar used for plastering the exterior walls of block manholes, catch basins, adjusting rings, and lift holes. Use lime or mortar mix in the amount necessary to make a suitable mixture for plastering purposes, but not to exceed 15 percent by volume.
 - b. 1-part Portland cement to 2 parts of sand to which lime or mortar mix may be added but not to exceed 15 percent by volume for mortar used for laying concrete block.
- E. Reinforcing Steel: Comply with the requirements of ASTM A615, Grade 60.

2.02 PRE-CAST CONCRETE MANHOLES

- A. Sanitary Sewer sections conform to 33 39 00.
- B. Storm Sewer sections conform to 33 40 00.

2.03 PRE-CAST SEGMENTAL BLOCK

- A. Conform to ASTM C139.

2.04 MANHOLE STEPS

- A. Reinforced Polypropylene plastic steps with No.2 deformed grade steel rod.

2.05 CASTINGS

- A. Conform to Section 33 05 18.

PART 3 EXECUTION

3.01 TRENCHING AND BACKFILLING

- A. Conform to the requirements of Section 33 05 06.

3.02 REMOVALS

- A. Conform to the requirements of Section 02 41 13.

3.03 EXAMINATION

- A. Field verify size of structure prior to ordering materials.

3.04 PROTECTION

- A. Secure structures immediately after completion or before the end of working day with castings or suitable alternative device.
- B. Clearly mark structures to avoid damage by vehicular traffic.

3.05 RECONSTRUCT MANHOLE OR REPLACE MANHOLE SECTION

- A. Salvage and reinstall existing casting or install new casting.
- B. Salvage and reinstall structure top slab or cone section and mid sections as required.
- C. Remove structure section or cone as required to match Drawings.
- D. Install new structure or cone.
- E. In absence of the o-ring joint seal manhole section using Ram-neck, or approved equal, gasket material applied in accordance with manufacturers recommendations.
- F. Rings: install in conformance with Section 33 05 18.
- G. Neatly mortar lift holes.
- H. Excavate around entire structure to the required depth for reconstruction. After new sections are in place backfill and compact around structure.

3.06 RECONSTRUCT INVERT OR DOGHOUSE

- A. Jack hammer or remove entire existing invert or doghouse.
- B. Place grout to create smooth seeping invert and/or doghouse.

3.07 REMOVE AND REPLACE VALVE AND BOX

- A. Coordinate the necessary water main shut down with City Public Works and Resident notification.
- B. Excavate and remove existing valve.
- C. Install new valve include necessary sleeve per section 33 10 00.
- D. Backfill and compact trench per Section 33 05 06.

3.08 WATERMAIN EVALUATION EXCAVATION AND REPAIR

- A. The drawings depict locations of the initial watermain evaluation excavations. At these locations, the contractor shall excavate to the existing watermain valve or fitting and expose all bolts. The Engineer will evaluate the condition of the bolts and determine if a repair is needed.
- B. If a repair is not needed, the contractor will be paid for one "Watermain Evaluation Excavation" as described above.
- C. If a repair is needed, the Contractor will be paid for one "Watermain Evaluation Excavation, Valve Repair, and Valve Box Replacement" or "Watermain Evaluation Excavation and Fitting Bolt Replacement" as described above.
- D. The locations shown on the plans are the initial watermain evaluation locations. Depending on the results of the watermain evaluation, additional watermain evaluations and possible repairs at other valves or fittings along the corridor may be completed as directed by the engineer.

END OF SECTION

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SECTION 33 05 28

CONDUIT FOR PRIVATE UTILITIES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Placement of PVC and ductile iron pipe conduits to be used at a later date by private utility contractors, developers, and the City of Cottage Grove.
- B. Related Sections:
 - 1. Section 33 05 06 - Trenching and Backfilling.
 - 2. Section 33 14 18 - Water Utility Service Laterals.
 - 3. Section 33 31 14 - Sanitary Sewerage Services.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Conduit Crossings based on the number of conduits per crossing: Measurement per linear foot of crossing. For example, if a location is determined to require 3 conduits, the Contractor would be paid for the length of the crossing (not the total length of all 3 conduits) under the Bid Item for 3 conduits. Payment at the Unit Price will be considered compensation in full for the installation of the conduits as shown in the Drawings, including conduit, excavation, backfill, compaction, and steel fence posts, regardless of the number of conduits in the trench excavation:
 - a. It should be noted that due to the estimation required for Drawing preparation, the quantities of private utility crossings actually constructed may vary significantly from those given in the Bid Form.
 - b. The Engineer reserves the right to increase or decrease the conduit quantities with no change to the Contract Unit Price. No additional compensation will be considered or allowed for changes to the estimated quantities or for the deletion of any of these Bid Items in their entirety.
 - c. For most crossings, the 4 Inch Diameter PVC conduit is of adequate size for the private utility companies to place their facilities. If a 6 inch conduit is required, measurement shall be identical to that for the 4 inch diameter conduits with payment made under a separate Bid Item for 6 Inch Conduit.
 - 2. Irrigation Conduit Crossing: Measurement per linear foot. Payment includes 4 inch ductile iron pipe (conduit), trench, excavation, backfill, and steel fence posts markers.
 - 3. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SEQUENCING AND SCHEDULING

- A. Install conduit (provided by contractor) after the public utilities are completed and after the street sub-grade and aggregate backfill work is complete and prior to the gravel base improvements.

- B. Bid Items are included in the Bid Form for crossings consisting of single or multiple conduits, based on estimates made at the time of Drawing preparation.
- C. At the pre-construction meeting, a final plan of proposed crossings will be presented to the Contractor based on the actual needs of each private utility company. Irrigation crossings will be provided by the Developer. The location of the City's conduit will also be identified on this final plan.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Conduit: 4 inch and 6 inch diameter PVC, Schedule 40 conforming to Section 33 31 14.
- B. Markers: Steel fence posts, 5 feet in length.
- C. Irrigation Conduit: 4 inch diameter ductile iron pipe conforming to Section 33 14 18.

PART 3 EXECUTION

3.01 GENERAL

- A. Excavation and Backfill to conform to Section 33 05 06.

3.02 INSTALLATION

- A. Conduit Trenching:
 - 1. In general, underground conduit shall be installed by trenching.
 - 2. The location of each crossing will be staked by the Engineer at the time of construction to assist the Contractor in proper placement of conduits both horizontal and vertical locations.
 - 3. Install conduit as shown on Standard Detail Plate STR-34. Mark ends of crossing locations with steel fence posts. One post required at each end of a crossing, regardless of number of conduits within that crossing.
 - 4. Trenches for the crossings shall be backfilled and compacted to the same standards as the water and sewer utility trenches.
 - 5. Excess excavated material shall be removed and disposed of off the Site.
 - 6. Irrigation conduits shall be 4 inch, ductile iron pipe, installed 4 feet below the design street grade, and shall extend 4 feet beyond the back of curb on both sides of the street, or as directed by Engineer.

3.03 FIELD QUALITY CONTROL

- A. The Engineer reserves the right to reject any material or workmanship not in accordance with the Specifications either before or after installation.
- B. After trenches are excavated and conduit is placed, the Engineer shall be notified so that an inspection may be made before backfilling.
- C. All trench backfill shall be compacted by mechanical means and by "Quality Compaction Method."

END OF SECTION

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SECTION 33 05 97.36

UNDERGROUND UTILITY LOCATION SYSTEM

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Furnishing of all labor, materials, tools, equipment, and performances of all work and services necessary or incidental to providing a system for the location of underground utilities as indicated on the drawings or as specified herein.
- B. Related Sections:
 - 1. Section 01 31 00 - Project Management and Coordination.
 - 2. Section 01 33 00 - Submittal Procedures.
 - 3. Section 33 31 23 - Sanitary Sewerage Force Main Piping

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Payment for all work associated with the construction of underground utility location system will be incidental to the unit price bid for the utility associated with the system and no separate compensation will be granted.
 - 2. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS

- A. Submit Product Data for the following items consistent with Section 01 33 00:
 - 1. Tracer wire.
 - 2. Marker balls.
 - 3. Marker posts.
 - 4. Grounding rods.

1.04 SEQUENCING AND SCHEDULING

- A. Install concurrently with underground utility.
- B. Complete initial continuity testing prior to construction of surface improvements above underground utility.
- C. Complete continuity testing for final acceptance after all grading and restoration activities have been completed.

PART 2 PRODUCTS

2.01 TRACER WIRE

- A. Soloshot Extra High Strength Tracer Wire manufactured by Copperhead Industries:
 - 1. Green in color for sewer applications.
 - 2. Extra high strength copper-clad steel conductor.
 - 3. #12 AWG, insulated 45 mil.
 - 4. Minimum 1,150 lb. break load.

2.02 MARKER BALL

- A. Extended Range Mall Marker manufactured by 3M:
 - 1. Green in color for sewer applications.
 - 2. 4" diameter.

2.03 POST MARKERS

- A. Mamba Round Locate Marker Post and Access Point manufactured by Copperhead Industries:
 - 1. Green color security sleeve cap noted sewer for sewer applications.
 - 2. 6 terminals.
 - 3. 72" in length.

2.04 GROUNDING ROD

- A. Ground Rod with Twist-on Connector manufactured by Copperhead Industries:
 - 1. 18-1/2 inch length magnesium rod.
 - 2. 20 feet #12 AWG wire connected to rod.

PART 3 EXECUTION

3.01 GENERAL

- A. Locating of public utilities within the project limits in accordance with section 01 31 00 Project Management and Coordination shall be incidental to the project and included in the Total Base Bid.

3.02 TRACER WIRE, LOCATING BALLS, AND MARKER POSTS

- A. Install tracer wire adjacent to top of pipe:
 - 1. No underground splicing allowed between marker posts.
 - 2. Tie/tape to pipe at 10 foot intervals.
 - 3. Provide 2 feet of slack in each marker post.
- B. Install Marker Ball 3 feet below finished grade:
 - 1. Install marker ball at a maximum of 100 foot intervals along pipe.
 - 2. Install at each bend
 - 3. Install at plug locations.

C. Marker Posts

1. Install at each bend of 45 degrees or larger.
2. Install at each plug.
3. Install at ends of casings.
4. Install on downstream side of lift station and air release structures over pipe.
5. Install on upstream side of Manhole.

D. Install ground rod at each marker post.

3.03 FIELD QUALITY CONTROL

- A. The Contractor shall demonstrate the ability to locate the entire trace wire system using a hand-held locating device.
1. Locating will be witnessed by the Owner and Engineer.

END OF SECTION

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SECTION 33 08 30

COMMISSIONING OF SANITARY SEWERAGE UTILITIES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Testing of sanitary sewer pipe, manholes, fittings, and miscellaneous appurtenances.

1.02 PRICE AND PAYMENT

- A. Measurement and Payment:
 - 1. Televis Sanitary Sewer: Measurement per linear foot regardless of size and type. Pipe will be measured from centerline of structure to centerline of structure. Payment will be compensation for pipe preparation, televising, providing televising report, and all other associated costs.
 - 2. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing and Materials (ASTM):
 - 1. D3034 - Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
 - 2. F679 - Standard Specification for Poly (Vinyl Chloride) (PVC) Large Diameter Plastic Gravity Sewer Pipe and Fittings.
 - 3. F1417 - Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines using Low-Pressure Air.
- B. National Association of Sewer Service Companies (NASSCO):
 - 1. PACP - Pipeline Assessment Certification Program

1.04 SEQUENCING AND SCHEDULING

- A. Televis Sanitary Sewer:
 - 1. Notify Engineer 48 hours in advance of the televising of all pipes.
 - 2. Complete all required mandrel and air testing prior to televising.
 - 3. Start televising no sooner than 30 days, but no later than 60 days after all utility, excavation, and street subgrade work is completed as part of this contract.

1.05 SUBMITTALS

- A. Televising Report:
 - 1. Submit 1 copy of the Written Report and Video Report within 30 days of completion of televising.

2. Report Requirements:
 - a. Each run shall consist of a starting and ending structure number and a zero reading on the counter at center of the starting structure.
 - b. Examine each service wye by using the pan and tilt feature.
 - c. Show location and length, and identify sags within the flowline of the pipe of 10-percent or greater, example 0.06 feet for an 8 inch diameter pipe.
 - d. Location in change in pipe material to be noted.
 - e. The video camera operator shall type into the video the station (distance), wye location on either the left or right side of the pipe, and any problems they notice while televising the sewer lines.
 - f. Take a still photograph at any questionable joint or possible defect.
3. Provide a Written Report with a graphic cross section of the pipe showing the manholes, all wye connections, and defects. This report shall include PACP codes and descriptions
4. Submit a Video Report in a DVD format with audio, including a printable version of the Written Report and full video of all televised pipe runs.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Perform televising pipeline inspections in accordance with NASSCO Pipeline Assessment and Certification Program (PACP). When requested provide the require certification for personnel preforming the actual work.
- B. Commence test procedures only when pipe and structures are clean and free of dirt, water, or other foreign matter. Pipe cleaning shall be performed in accordance with NASSCO Jetter Code of Practice.

3.02 FIELD QUALITY CONTROL

- A. Engineer will observe all tests and visually inspect the Work for compliance.
- B. Provide all material, equipment, and labor required to test the sanitary sewer systems.
- C. Lamping: Engineer will verify installation for true line and grade, joints are home, no broken or deflective pipes exist, the installed pipe is structurally sound, and that the structures conform to the specified requirements.
- D. Gravity Pipe Leak Testing:
 1. General:
 - a. Test all systems (pipe and structures) for leakage before being put in service. Notify Engineer of the date and time for each test 1 day prior to actual testing.
 2. Low Pressure Air Test:
 - a. Diameter: Less than or equal to 24 inches.
 - b. Must meet criteria set forth in ASTM F1417.

- c. Pipe shall be cleaned but may be wetted. Pneumatic balls shall be used to plug the ends at manholes. Low-pressure air shall be introduced into plugged line until the internal air pressure reaches 4.0 psig greater than the average back pressure of any groundwater pressure that may submerge the pipe. At least 2 minutes shall be allowed for the pressure to stabilize before readings are taken and the timing started. During this time, check all plugs with soap solution to detect plug leakage. If any plugs are found to leak, air shall be bled off, the plugs shall be retightened, and the air shall be reintroduced into the line.
 - d. The sewer line under test will be accepted as having passed the air test if the pressure does not drop more than 0.6 psig in less time than 1/2 minute per inch in diameter of the pipe being tested. The minimum starting pressure is 3.6 psig.
 - e. Requirement may be waived for reconstruction projects where reconnection of active sewer services prevents testing with permission from Owner.
- E. Gravity Pipe Deflection Testing:
 - 1. Required for all flexible pipe.
 - 2. Deflection Testing Methods:
 - a. Pipe Diameters Through 24 Inches: Pull mandrel through the pipe by hand (without aid of mechanical pulling devices).
 - b. Pipe Diameters Greater Than 24 Inches Through 36 Inches: Deflections shall be determined by use of a mandrel or a method submitted to and approved by the Engineer. If mandrel is used, it shall be pulled through the pipe by hand (without aid of mechanical pulling devices).
 - c. Pipe Diameters Greater Than 36 Inches: Deflection measurements shall be determined using a mandrel, rigid bar, a circular rigid template, or by a method approved by the Engineer. If mandrel is used, it shall be pulled through the pipe by hand (without aid of mechanical pulling devices).
 - 3. Deflection testing shall be conducted at least 30 days after the pipe has been backfilled to the desired finish grade on all direct bury flexible pipe and shall be done in the presence of the Engineer.
 - 4. 5-percent deflection allowance.
 - 5. Mandrel Diameter Requirements:
 - a. Diameter equal to 95 percent of the base inside diameter noted in Appendix XI of ASTM C3034 for PSM PVC pipe (SDR pipe) and calculated from Appendix X2 of ASTM F679 for PS 46 or 115 pipe.
 - b. Mandrel shall be constructed of rigid steel, be non-adjustable, and have an odd number of legs (9 legs minimum). Its effective length shall not be less than its nominal diameter.
 - 6. Deflection Template/Bar Requirements:
 - a. The circular template diameter (or rigid bar length) shall be equal to the mandrel diameter requirements as determined above.
 - b. Circular templates shall be constructed of rigid materials and be non-adjustable.
 - c. Rigid bars shall have a 1 inch diameter circular section, be constructed of steel, and be non-adjustable.

3.03 REQUIREMENTS FOR TEST FAILURES

- A. Leak Test Failure:
 - 1. Repair piping as necessary to conform to product requirements.

2. All repair work shall be subject to approval by the Engineer.
3. Chemical type sealants added to the test water will not be permitted.
4. The Engineer may require removal and replacement of pipe in failed test sections.
5. Pay for the cost of replacement, repair, and re-testing of failed pipe sections.

B. Deflection Test Failure:

1. Owner reserves the right to measure the deflection of all flexible pipe at any time during the correction period. Deflections greater than 5 percent of the inside diameter of the pipe shall be considered failure. Re-excavate the trench, re-compact the backfill material, and restore the surface with no additional compensation for such work. Re-rounding of pipes that fail the deflection test will not be allowed.
2. Damaged pipe shall not be reinstalled, but shall be removed from the Site.

3.04 SANITARY SEWER CLOSED CIRCUIT TELEVISION INSPECTION

A. Pre-Televising:

1. Newly installed sanitary sewer segments must be in a clean and ready condition prior to the television inspection.
2. Immediately clean any lines found to be dirty prior to televising. Costs for all such cleaning shall be the responsibility of the Contractor.
3. Provide sufficient water to run through the new sanitary sewer system prior to televising lines to be able to distinguish any sags or alignment problems with the pipe.
4. Personnel completing televising must be PACP certified.
5. Final acceptance of the video report will require the pipe to be clean as a new pipe.

B. General:

1. Provide a camera that will be self-propelled and will have the ability to tilt up and down and pan left and right. The camera must provide color images.
2. Speed shall not exceed 30 feet per minute.

C. Defects:

1. Immediately correct any defects, faulty joints, cracked pipe, or other deficiency noted by the television inspection.
2. A plan for repair shall be presented to and approved by the Owner and Engineer prior to the repair occurring.
3. Re-televising all corrected pipe runs after correction.
4. Any costs associated with correction and re-televising of the sewer system will be paid by the Contractor.

END OF SECTION

SECTION 33 10 00

WATER UTILITIES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Water main pipe, hydrants, valves, fittings, and miscellaneous appurtenances.
- B. Related Sections:
 - 1. Section 01 33 00 - Submittal Procedures.
 - 2. Section 01 50 00 - Temporary Facilities and Controls.
 - 3. Section 33 05 06 - Trenching and Backfilling.
 - 4. Section 33 05 18 - Adjust Miscellaneous Structures.
 - 5. Section 33 14 18 - Water Utility Service Laterals.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Water Main Pipe: Measurement per lineal foot by size and type of pipe installed, as measured along the axis of pipe, without regard to intervening valves or fittings. Water main over depth shall not be measured. Payment at the Bid Unit Price shall include furnishing and installing pipe complete in place as specified:
 - a. All required poly encasement on water main system shall be considered part of the Bid Item for the installation of the various components of the system. No separate measurement or payment for poly encasement shall be made.
 - 2. Valve and Box: Measurement per each by size and type of valve and box installed. Payment at the Unit Price shall include furnishing and installing the valve and box, and valve adaptor complete in place as specified.
 - 3. Hydrant: Measurement per each. Payment at the Unit Price shall include furnishing and installing the Hydrant, including hydrant flag, as well as furnishing and delivering the extra flag and one "Out of Service" tag for each hydrant installed to the Owner:
 - a. A separate Bid Item will be provided for hydrants requiring vertical bends per Standard Detail Plate WAT-2. Payment will include cost of the hydrant described above and bend.
 - 4. DIP Fittings: Measurement per pound based on the total fitting weight installed, not including accessories, as shown in AWWA C153/A21.53, latest revision (provide weights from supplier for crosses). Payment at the Unit Price shall include all costs related to furnishing and installing the DIP fitting, all hardware and accessories, and required labor. Any provisions, such as corporations, rods, copper pipe, Megalugs, etc. installed on the plugs of the stub for testing purposes or for future irrigation or service connections, shall be considered incidental to the plug. No separate measurement or compensation shall be made for such provisions:
 - a. Fittings required for construction of future irrigation services will be paid under this Bid Item.
 - b. Removal of the copper after successful testing will be incidental to this Bid Item.

TEES, CROSSES, & REDUCERS									
RUN SIZE	BRANCH SIZE	MJ X MJ FITTING			RUN SIZE	BRANCH SIZE	MJ X MJ FITTING		
		TEE	CROSS	REDUCER			TEE	CROSS	REDUCER
4	4	32	40		18	18	439	520	
6	4	46	52	24	20	6	315		
6	6	56	68		20	8	349	364	
8	4	60	68	32	20	10	374		206
8	6	72	84	36	20	12	395	423	205
8	8	86	105		20	14	440		216
10	4	78	84	46	20	16	469		209
10	6	90	100	47	20	18	509	558	205
10	8	105	119	50	20	20	535	640	
10	10	114	133		24	6	423	434	
12	4	94	103	58	24	8	450	464	
12	6	110	121	58	24	10	480		
12	8	125	139	57	24	12	508	529	285
12	10	140	161	61	24	14	550		298
12	12	160	182		24	16	588	641	299
14	4	152			24	18	632		305
14	6	178	190	93	24	20	670	757	291
14	8	193	209	92	24	24	752	870	
14	10	211	255	92	30	6	685		
14	12	228	269	94	30	8	703		
14	14	262	313		30	10	760		
16	6	228	229	120	30	12	765	787	541
16	8	233	249	118	30	16	878		613
16	10	253	275	118	30	18	909		631
16	12	272	299	112	30	20	988		612
16	14	307		131	30	24	1077	1169	478
16	16	335	399		30	30	1271	1603	
18	6	275			36	6	927		
18	8	295		165	36	8	1018		
18	10	315		160	36	12	1072		731
18	12	335	360	152	36	14	1135		
18	14	372		168	36	16	1211		804
18	16	401		174	36	18	1252		930
18	18	439	520		36	20	1350		969
20	6	315			36	24	1421	1528	770
20	8	349	364		36	30	1674		811
20	10	374		206	36	36	1940	2229	
20	12	395	423	205					
20	14	440		216					

BENDS, CAPS, PLUGS, & SLEEVES							
SIZE	BENDS - MJ X MJ (DEGREES)				CAPS	PLUGS	SLEEVES
	90	45	22.5	11.25	MJ X MJ	MJ X MJ	MJ X MJ
3	19	16	15	14	8	8	17
4	25	22	18	16	9	10	20
6	39	32	31	30	15	16	29
8	57	46	46	42	22	26	45
10	89	70	64	58	32	36	61
12	108	86	80	67	42	46	76
14	210	160	136	93	66	75	128
16	264	202	172	148	92	95	159
18	335	250	255	205	114	121	200
20	400	305	310	245	125	135	236
24	565	405	412	315	166	175	306
30	930	780	665	600	345	355	634
36	1450	1135	960	820	628	688	889
NOTE: SLEEVE WEIGHTS BASED ON THE USE OF LONG SLEEVES							

5. Connect to Existing Water Main: Measurement per each according to size. Payment of this Bid Item shall be considered complete compensation for all work associated with the connection to the existing water main, including removal and disposal of the existing plug.
6. Wet Tap: Measurement shall be based on each Wet Tap installed by size. Payment at the Bid Unit Price shall include stainless steel tapping sleeve and hardware, valve, and valve box.
7. Water Main Offset: Measurement per each according to size. Payment shall include all pipe, fittings, restraints, and materials to complete the offset per the Standard Detail Plate WAT-7.
8. Insulation: Measurement per square yard of Insulation at the specified thickness. Payment shall include furnishing and installation of the Insulation.
9. Cut In Valve: Measurement per each according to size and type. Payment shall include all water main cutting, removal, pumping, water main pipe, sleeves, fittings, and valve and box needed to complete the installation.
10. Irrigation Service: Measurement and Payment will be made under each Bid Item to construct in accordance with the Detail Drawing.
11. Hydrant Reconditioning and Painting: Measurement per each and shall include sandblasting, primer coat, top coat, protection, materials, and all work associated with the reconditioning and painting:
 - a. Includes furnishing and installing a new hydrant flag, and salvaging and delivering the existing flag to the City of Cottage Grove Public Works Department.
12. Joint Restraint: No Bid Item has been provided. Joint restraint shall be considered incidental to water main installation with no direct payment made.
13. All required testing shall be considered incidental to the installation of the water main system. No direct or separate payment for testing will be made.
14. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Water Works Association (AWWA):
 - 1. C104 - American National Standard for Cement Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
 - 2. C105 - American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.
 - 3. C111 - American National Standard for Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
 - 4. C116 - American National Standard for Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Water Supply Service.
 - 5. C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
 - 6. C153 - American National Standard for Ductile-Iron Compact Fittings for Water Service.
 - 7. C502 - AWWA Standard for Dry-Barrel Fire Hydrants.
 - 8. C504 - AWWA Standard for Rubber-Seated Butterfly Valves.
 - 9. C515 - AWWA Standard for Resilient-Seated Gate Valves for Water Supply Service.
 - 10. C550 - American National Standard for Protective Interior Coatings for Valves and Hydrants.
 - 11. C600 - AWWA Standard for Installation of Ductile-Iron Water Main and Their Appurtenances.
 - 12. C651 - AWWA Standard for Disinfecting Water Mains.
- B. American Society of Testing and Materials (ASTM):
 - 1. A48 - Gray Iron Castings.
 - 2. A126 - Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
 - 3. A536 - Standard Specification for Ductile Iron Castings.
 - 4. A674 - Standard Practice for Polyethylene Encasement for Ductile Iron Pipe for Water or Other Liquids.
 - 5. C578 - Specification for Rigid, Cellular Polystyrene Thermal Insulation.

1.04 SUBMITTALS

- A. Submit Product Data for the following items consistent with Section 01 33 00:
 - 1. Pipe, fittings, valves, and hydrants.
 - 2. Joint restraint and corrosion resistant coatings.

1.05 SEQUENCING AND SCHEDULING

- A. Notify the Owner a minimum of 48 hours prior to performing Work. At this time, also notify the City Fire Department of the intended shutdown.
- B. Notify all customers connected to water system to be shut down 48 hours in advance of shut down.
- C. The Owner must open and close the existing valves for this part of the operation. The Owner is responsible for flushing the mains after the connection is completed; however, the Contractor shall assist the Owner as necessary.
- D. Successfully complete required test and inspections before restoration of surface.

1.06 USE OF CITY WATER SYSTEM

- A. Any water use for this project will need to be coordinated with the City of Cottage Grove Public Works and a water use permit will be required. Conform to Section 01 50 00.

PART 2 PRODUCTS

2.01 DUCTILE IRON PIPE (DIP) AND FITTINGS

- A. General Requirement: AWWA C151/A21.51.
- B. Cement-mortar lining conforming to AWWA C104/A21.4.
- C. Class: As shown on Drawings.
- D. Fittings: AWWA C153/A21.53, latest revision, Ductile Iron Compact Fittings, 250-psi working pressure, AWWA C111/A21.11 latest revision, mechanical joint or push-on:
 - 1. All fittings shall be fusion bonded epoxy coated per ANSI/AWWA C116/A21.
- E. Cor-Blue bolts required on all mechanical joint fittings.

2.02 HYDRANT

- A. General Requirements: AWWA Standard C502.
- B. Specified Hydrant: WB-67-250, or approved equal.
- C. Approved Manufacturer: Waterous Pacer, or approved equal.
- D. Two 2-1/2 inch hose connections, National Standard Thread.
- E. One 4-1/2 inch steamer, Nation Standard Thread.
- F. National standard operating nut.
- G. 5 inch valve opening.
- H. 6 inch mechanical joint pipe connection.
- I. Break-off flange with breakable rod coupling.
- J. 7 feet-6 inch cover.
- K. 16 inch high traffic section.
- L. Nozzle caps attached to hydrant with metal chains.
- M. Stainless steel hardware.

- N. Hydrant Flag: Senior Hydrant Marker w/Red and White Reflective LRSH-85000W: Marker by Vait Products or approved equal:
 - 1. Fiberglass rod, 5 red and 5 white reflective bands.
 - 2. Minimum 60 inches long, 3/8 inch diameter.
 - 3. Stainless steel spring and mounting bracket.
- O. Hydrant Tag: Rhino Markers “Out of Service” circular tag, or approved equal:
 - 1. Size, fit around the steamer nozzle
 - 2. Red color
 - 3. White Lettering “Fire Hydrant Out of Service”
- P. Hydrants placed where the ground water table is less than 8 feet below the ground surface shall have the drain holes plugged and shall be equipped with a tag stating the need for pumping after use.
- Q. High-pressure valve seat (referred to as the Colorado Kit).
- R. Color: Painted Waterous Enamel No. V1814-R at the place of manufacture.

2.03 GATE VALVE AND BOX

- A. General Requirement: AWWA C515.
- B. Ductile iron body valves, bronze mounted.
- C. Non-rising stem (NRS), opening by turning counter clockwise, 2 inches square operating nut.
- D. O-ring seals.
- E. Mechanical joint ends conforming to AWWA C111/A21.11.
- F. Stainless steel hardware.
- G. All internal and external surfaces of the valve body and bonnet shall have a fusion bonded epoxy coating complying with ANSI/AWWA C550 and C116/A21.16.
- H. Wrap gate valves with pipe encasement.
- I. Valve Boxes:
 - 1. 3-piece, ductile iron, screw-type.
 - 2. Adjustable for 7-1/2 foot depth of cover.
 - 3. Valve and box considered as integral units.
 - 4. 5-1/4 inch diameter shafts.
 - 5. “Stay put” type drop covers, “WATER” on top with extended skirts.
 - 6. Valve Adaptor: Adaptor Inc., or approved equal.

2.04 BUTTERFLY VALVE AND BOX

- A. General Requirement: AWWA C504.

- B. Mechanical joint valve ends conforming to AWWA C111/A21.11.
- C. AWWA C504, Class 250B.
- D. O-ring seal.
- E. All stainless steel hardware required.
- F. Wrap butterfly valve with pipe encasement.
- G. Actuator:
 - 1. Manually operated.
 - 2. Traveling nut type sealed, gasketed, and lubricated for underground service.
 - 3. Open counter clockwise with mechanical stops in the open and closed positions.
- H. Valve Box:
 - 1. 3-piece, ductile iron, screw-type.
 - 2. Valves and boxes to be considered integral units.
 - 3. 5-1/4 inch diameter shafts.
 - 4. Round or oval bases.
 - 5. "Stay put" type drop covers, bearing the word "WATER" on top with extended skirts.
 - 6. Valve Adaptor: Adaptor Inc., or approved equal.

2.05 CONDUCTIVITY STRAP

- A. As specified by the pipe manufacturer.

2.06 WET TAP

- A. Stainless steel tapping sleeve.
- B. 3/4 inch gaskets.

2.07 JOINT RESTRAINT

- A. Tie Rods: Steel rods with "Star" brand tie bolts.
- B. Mechanical Joint Restraint:
 - 1. Ductile iron conforming to ASTM A536.
 - 2. Working Pressure: Minimum 250 psi.
 - 3. EBAA Iron, Inc. Mega-lug, Star Pipe Products Stargrip, Sigma OneLock, or approved equal.
 - 4. Casting body and wedge assemblies coating:
 - a. Fusion bonded epoxy per ANSI/AWWA C116/A2.
 - b. Bond coating per manufacturer's recommendations:
 - 1) Mega-Bond, Star-Bond, or approved equal.

2.08 PIPE ENCASEMENT

- A. Material: Polyethylene film conforming to AWWA C105/A21.5 and ASTM A674, tube form.

- B. Color: Black.
- C. Film Marking Requirements: Conform to AWWA C105/A21.5 and ASTM A674, including AWWA/ASTM standard, corrosion protection warning and applicable range of nominal pipe diameter size(s) every 2 feet along its length.

2.09 INSULATION

- A. Polystyrene Insulation: Extruded type conforming to ASTM C578, Type VI, VII, or V.

2.10 CORPORATION STOP

- A. Conform to the requirements of Section 33 14 18.

2.11 COPPER SERVICE PIPE

- A. Conform to the requirements of Section 33 14 18.

2.12 HYDRANT RECONDITIONING AND PAINTING

- A. Materials shall conform to the following:
 - 1. Primer: Apply Devoe High Performance Coating, Devran 201H Epoxy Primer.
 - 2. Paint (hereinafter "Top Coat"): Apply Devoe High Performance Coating, Devthane 379 Polyurethane.
 - a. Color: Safety Red
 - b. Finish: Glossy Enamel
 - 3. Proposed paint material substitution for consideration as an approved equal shall be submitted in writing to the Engineer for review and consideration. Otherwise, furnish materials exactly as specified.

PART 3 EXECUTION

3.01 GENERAL

- A. Locating of public utilities within the project limits in accordance with section 01 31 00 Project Management and Coordination shall be incidental to the project and included in the Total Base Bid.

3.02 PREPARATION

- A. Conform to the requirements of Section 33 05 06.

3.03 INSTALLATION OF PIPE

- A. Install pipe and fittings in accordance with the manufacturer's instructions and with the details shown on the Drawings.
- B. Permanently support, remove, relocate, or reconstruct existing utility pipes, cables, structures, or other appurtenances when they obstruct the line, grade, or location of the pipe or appurtenance.

- C. At the time of the connection to the existing water main, the Contractor must notify the Engineer if they are experiencing any existing water main leakage.
- D. Remove foreign matter or dirt from the inside of pipe to insure each pipe is clean before it is installed.
- E. All jointing of mechanical joint pipe and push-on joint pipe in accordance to AWWA C600.
 - 1. Mechanical joint restraints and retainer glands are not allowed on existing cast iron pipe.
- F. Outside of the spigot and the inside of the bell, wire brush, wipe clean and dry. Keep pipe ends clean until joints are made.
- G. Lay and maintain pipe and appurtenances to the alignment, grade, and location shown on the Drawings. No deviation from the Drawing alignment, grade, or location is allowed, unless approved by the Engineer. No pipe shall be laid in water or when the trench conditions are unsuitable for such Work.
- H. Provide conductivity throughout the water system. Use of conductivity straps between pipe segments is required at all valve and fitting locations.
- I. Cap or plug end of each pipe until next pipe is ready to be laid to prevent debris or groundwater from entering the pipe.
- J. Installing Fittings:
 - 1. General Requirements: AWWA C600.
 - 2. Set and jointing to existing pipe and fittings as specified for cleaning, laying, and joining pipe.
- K. Dead End Lines:
 - 1. Install plug tapped with a 1 inch corporation at all stubs.
 - 2. Extend a temporary section of 1 inch copper to above grade for flushing and testing.
 - 3. Install a temporary curb stop on the 1 inch copper bleed off above ground.
 - 4. Mark with wood marker per Standard Detail Plate WAT-8.
- L. Wrap all ductile iron pipe and fittings with pipe encasement.
- M. Backfilling: Conform to Section 33 05 06.

3.04 INSTALLATION OF HYDRANT

- A. Location determined by Engineer. A grade stake and location stake will be provided by the Engineer before the hydrant may be set.
- B. Set on 8 inch concrete block, or approved equal concrete base.
- C. Brace according to Drawings.
- D. After each hydrant has been set, place around the base of the hydrant not less than 1 cubic yard of coarse filter aggregate (MnDOT Spec. 3149.2.H). Carefully place 2 layers of polyethylene,

minimum 4 mm thickness each, over the rock to prevent backfill material from entering voids in the drain rock.

- E. Wrap the hydrant assembly with pipe encasement to the bottom of the break off flange.
- F. Maintain hydrants in a plumb position during the backfilling operation.
- G. Attach a hydrant marker to the hydrant using an existing flange bolt located at the back of the hydrant.
- H. Furnish 1 additional marker for each hydrant to the Owner.
- I. Furnish and install a Hydrant tag on all Hydrants until the lines have been tested and accepted. Once accepted, the Contractor shall deliver the hydrant tags to the City Public Works Department.

3.05 INSTALLATION OF VALVE

- A. Set and joint valves to new pipe in the manner as specified for cleaning, laying, and jointing pipe. Location to be determined by the Engineer.
- B. Valves and boxes shall be supported on an 8 inch concrete block, and encased with coarse filter aggregate (MnDOT Spec. 3149.2.H) as shown on the Drawings.
- C. Install valve adaptor.
- D. Maintain valve box centered and plumb over the operating nut of the valve.
- E. Set top of valve box flush with the existing surface to provide 12 inches of upward adjustment.
- F. Wrap valves with pipe encasement. Conform to AWWA C105.

3.06 ANCHORAGE

- A. Restrain all hydrant leads, lateral lines, bends, fittings, and valves using Megalug glands as per Drawings.
- B. Provide concrete thrust blocking for all bends, tees, hydrants, and plugs:
 - 1. Requirements per Drawings.
 - 2. Block tees, plugs, and hydrants to same requirements as 90 degree bend.
 - 3. Thrust blocking for 4 inch, 6 inch, and 8 inch fittings can be precast concrete blocking.
 - 4. Thrust blocking must be poured-in-place concrete for fittings 12 inch and larger.
 - 5. Wrap plug in poly prior to pouring of thrust block in anticipation of future removal.
- C. Brace fittings and hydrants securely against undisturbed soil using precast concrete blocks. Rod all joints from main line tee to hydrant gate valve, then from hydrant gate valve to hydrant.
- D. Where lines terminate with plugs, restrain the plug and a minimum of the next 3 joints for 6 and 8 inch pipe with 3/4 inch tie rods in conjunction with blocking, as directed by the Engineer. The number of joints restrained for pipe larger than 8 inch shall be, as recommended by manufacturer. The number of rods required is as follows:

<u>Pipe Size</u>	<u>No. of 3/4 inch Rods</u>
6 inch	2
8 inch	2
12 inch	4
16 inch	6
18 inch	6
20 inch	8
24 inch	10

Joint restraints other than rods shall be as approved by the Engineer.

3.07 INSULATION

- A. Review insulation installation with Engineer:
 1. Place insulation between water pipe and sanitary pipe when water main or service is within 1 foot above or below the sanitary pipe.
 2. Place insulation between storm sewer pipe and water main or water service when pipes are separated by less than 2 feet.

3.08 INSTALLATION OF IRRIGATION SERVICE

- A. Install at locations shown on the Drawings and as directed by Engineer.
- B. Install per Standard Detail Plate SER-6.

3.09 PIPE CONFLICTS (WATER MAIN OFFSET)

- A. Install water main offset per Standard Detail Plate WAT-7 and as shown on Drawings.
- B. All offset piping shall be DIP.
- C. Megalug and Tie Rod type joint restraints.

3.10 HYDRANT RECONDITIONING AND PAINTING

- A. Project Coordination:
 1. Conduct pre-construction meeting with Engineer to review Work schedules for all stages of Work, review material application process and discuss any questions before work begins.
 2. Provide written documentation of primer and paint material used for Project.
- B. Preparation:
 1. Salvage flag and deliver to Cottage Grove Public Works Department.
 2. Sandblast the entire fire hydrant to base metal to ensure good adhesive bonding of the paint.
 3. Produce smooth surface ready to receive primer material in accordance with manufacturer's recommendations.
 4. During painting and blasting operations, provide adequate protection and containment to prevent damage to adjacent structures and property. This includes protecting the area surrounding the hydrant from overspray through the use of a template or ground covering around the hydrant. The contractor is responsible for any and all damage resulting from painting and/or blasting operations. Remedy all damages within 48 hours of notification.

- C. Coatings:
 - 1. Primer and Top Coat shall be applied to the hydrant by using a spray method application. The use of painting mitts is not allowed on any surface.
 - 2. Primer: Immediately after surface preparation, apply in accordance with manufacturer's instructions at a rate to provide a uniform dry film thickness of 2.0 to 3.0 mils. Care must be taken to ensure uniform application of material around bolt heads, underside of nozzles, and other surface irregularities. Paint films that show sags, blisters, etc. will not be accepted.
 - 3. Prior to Top Coat application, primed surface must be clean, dry, undamaged, and free of all contaminants including salt deposits.
 - 4. Top Coats: Apply to coat in accordance with manufacturer's instructions at a rate to provide a uniform dry film thickness of 2.0 to 3.0 mils. Maintain minimum coverage around bolt heads, underside of nozzles, and other surface irregularities.
 - 5. Produce glossy, smooth, and uniform surface finish.
 - 6. Follow product data/application instructions and manufacturer's recommendations in completing the work.
- D. Process: follow all requirements for working in public right-of-way, and maintain full compliance with specified traffic control and applicable OSHA Standards. Remove all Primer and Paint Top Coat material that is over-sprayed, dripped, spilled or deposited on sidewalks or other ground surfaces as directed by Engineer at the Contractor's expense.
- E. Furnish and install new flag after hydrant has been painted.

3.11 PROTECTION

- A. Existing valves and hydrants shall be operated in accordance with Section 01 50 00, Paragraph 3.02, unless under emergency situations.
- B. Securely plug all water main openings promptly before suspension of Work at any time to prevent earth or other substances from entering the water main.
- C. Mark valve boxes and structures susceptible to being hit by construction or vehicular traffic.
- D. All newly installed core blue nuts and bolts that are marred or scratch during installation, shall have an Asphalt Aerosol Spray applied to the surface.

3.12 FIELD QUALITY CONTROL

- A. Scope:
 - 1. Perform hydrostatic pressure, disinfection, and conductivity tests.
 - 2. The Engineer will observe and verify all tests and visually inspect final Work for compliance.
- B. Hydrostatic Pressure Test:
 - 1. Minimum Test Pressure: 150 psi.
 - 2. Test Duration: 2 hours.
 - 3. Criteria: No drop in pressure allowed.
 - 4. Testing Gauge: Liquid filled, 4-1/2 inches diameter, labeled in 1-psi increments, such as Ashcroft Model 1082, or approved equal.
 - 5. Test all lines, including hydrant leads, water services, and stubs.

6. Any valved section of water system may be isolated for pressure testing.
7. Sequence and sectioning of water system for pressure testing shall be proposed by Contractor and approved by the Engineer prior to testing.
8. Notify the Engineer immediately if it is determined that the existing valve is not holding pressure during the hydrostatic pressure test.
9. The Contractor may request the City to perform leak detection testing on existing valves if the Contractor has tried testing the line and the required testing pressure will not hold. If the valve is found not to be leaking, the Contractor will be responsible for the testing costs.
10. If a faulty valve is suspected, a meeting with the Engineer and Owner will be necessary to attempt pressure testing prior to the Contractor continuing. No claims by the Contractor for extra work related to pressure testing will be processed if this meeting has not occurred.

C. Disinfection:

1. General Requirement: AWWA C651 – Disinfecting Water Mains (Tablet Method).
2. Place hypochlorite tablets in each section of pipe and all appurtenances:
 - a. Attach tablets to top of pipe with a food grade adhesive, such as denture grip.
 - b. The estimated number of tablets required per 20 foot length of pipe based on 3-1/4 grain available chlorine per tablet is as follows:

	<u>Diameter</u>	<u>No. of Tablets</u>
1)	4 Inches	1
2)	6 Inches	2
3)	8 Inches	3
4)	10 Inches	4
5)	12 Inches	5
6)	16 Inches	9
7)	18 Inches	12
8)	20 Inches	14
9)	24 Inches	20
10)	30 Inches	28
 - c. Use specified number of tablets to disinfect water main for 24 hours with at least 50 ppm available chlorine, with a residual of at least 10 ppm throughout the length of the main at the end of the 24 hour period.
3. Fill main with water at a velocity of less than 1 foot per second if tablet method is used.
4. Begin flushing after the chlorinated water has been allowed to disinfect the new pipe for 24 hours.
5. 1 bacteria test location is required for every 1,200 feet of water main installed, with a minimum of 2 sample locations per Project. Locations shall be identified by the Engineer. Two bacteria test samples will be taken at each location with a minimum 24 hour separation of the sampling. The first test shall occur no sooner than 24 hours after flushing has been completed.
6. Coordinate all bacteria testing and sampling with Engineer. Assist with the sampling process by operating valves if necessary at the time of testing. Contractor is responsible to coordinate with a certified independent testing firm to complete the sampling and testing. Results shall be provided to Engineer as soon as available.
7. The Contractor is responsible for costs associated with bacteria testing.
8. Water mains needing reflushing or to be rechlorinated, must be done to meet Department of Health and AWWA requirements. Perform re-flushing or re-chlorination within 48 hours of notification of failing tests.

- D. Conductivity (DIP):
1. Conductivity to be provided throughout the water system by use of copper straps or approved conductive gaskets with copper inserts.
 2. Test Current: 350 amps at approximately 30 volts for 4 minutes, then 400 amps for 1 minute without fluctuation.
 3. Fill lines with water prior to test.
 4. Test all lines, including hydrant leads, water services, and stubs.
- E. Trench Backfill – Compaction: The Owner shall have an independent testing laboratory perform, as a minimum, the following tests. The location of the tests will be determined by the Engineer:
1. 1 density test for every 300 feet of trench at varying depths.
- F. Adjust valve boxes per Section 33 05 18. Thorough tamping of the material around the valve box is required. All valve boxes shall be clean, straight, plumb, and keyable, allowing a 4 inch schedule 40 PVC pipe to be placed and centered over the valves operating nut from the street surface. This alignment check will be performed on all valves after the final adjustment of the valve box and prior to placement of the bituminous wearing course. Supply the alignment tool (4 Inch Schedule 40 PVC Pipe) and perform this test with the Owner's representative.

END OF SECTION

SECTION 33 14 18

WATER UTILITY SERVICE LATERALS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Construction of water service pipe, corporation stops, curb stops and boxes, and all appurtenances.
- B. Related Sections:
 - 1. Section 01 31 00 - Project Management and Coordination.
 - 2. Section 01 33 00 - Submittal Procedures.
 - 3. Section 33 05 06 - Trenching and Backfilling.
 - 4. Section 33 10 00 - Water Utilities.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Water Service Line: Measurement per linear foot of each size and type of pipe measured along the axis of the pipe, from centerline of the water main to termination as shown on the Drawings with no regard to intervening fittings. Payment at the Bid Unit Price per foot shall include cost of all pipe, laying, excavation, poly encasement for ductile iron pipe, backfilling, and testing:
 - a. Placement and compaction of the aggregate material around the corporation stop and gooseneck is incidental to the service line.
 - b. Supplying and installing required markers is incidental to the service line.
 - c. Ductile iron fittings will be paid per Section 33 10 00.
 - d. Any provisions, such as corporations, rods, copper pipe, etc. installed on the plugs of a stub for testing purposes or for future service connections, shall be considered incidental to the plug.
 - 2. Corporation Stop: Measurement per each according to size:
 - a. Placement and compaction of the required support is incidental.
 - 3. Curb Stop: Measurement per each according to size:
 - a. Required support is incidental.
 - 4. Gate Valve and Box will be paid per Section 33 10 00.
 - 5. Material, placement, compaction, and removal of excess trench material to be included in the Bid Unit Price for Water Service Line.
 - 6. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing and Materials (ASTM):
 - 1. B88 - Class K Copper Water Service Pipe.

1.04 SUBMITTALS

- A. Submit the Product Data for the following items consistent with Section 01 33 00:
 - 1. Pipe and fittings.
 - 2. Corporation stop and curb boxes.

1.05 SEQUENCING AND SCHEDULING

- A. Install sanitary sewer, water main, and all pipe deeper than the services prior to the installation of the services.
- B. Install water service in same trench as the sanitary sewer service, wherever possible.
- C. Perform testing of new water main prior to reconnecting existing services.

PART 2 PRODUCTS

2.01 SERVICE PIPE

- A. Copper Water Tube: 1 inch through 1-1/2 inches for buried service shall be seamless, Type K water tube conforming to ASTM B88:
 - 1. Fittings shall be designed for working pressures up to 150 psi. Fittings used in service lines shall be designed for connection to the service line by threads, brazing, and/or flaring (compression fittings not allowed).
 - 2. 4 Inch diameter (minimum) DIP shall be used for services larger than 1-1/2 inches Ductile Iron Pipe (DIP): Conform to Section 33 10 00.

2.02 CORPORATION STOP

- A. Approved Manufacturers: Mueller Minneapolis Pattern H-15000, Ford Type 600, Hayes No. 5200, or McDonald No. 74704B.
- B. Threaded on outlet for flared connection with copper service pipe.
- C. Threaded on inlet end with standard tapered corporation cock thread.

2.03 CURB STOP

- A. Approved Manufacturers:
 - 1. Curb Stops - 1 Inch: Mueller Oriseal, Minneapolis Pattern H-15151, Ford No. B22, Hayes No. 5155 or McDonald No. 76104.
 - 2. Curb Stops - 1-1/2 Inches: Mueller Oriseal H-15154, Minneapolis pattern, Ford No. B22 Series ball valves, Hayes Nuseal No. 4008 or McDonald No. 76104 ball valves.
- B. Same size and connection type for inlet and outlet.
- C. Full opening through the valve body with no smaller restriction allowed.

2.04 CURB BOX

- A. Approved Manufacturers:
 - 1. Mueller H-10300.
 - 2. McDonald 5614 or 5615
- B. Adjustable in height from seven feet to eight feet.
- C. Stationary rods.
- D. 1-1/4 inch upper section.
- E. Mueller, Minneapolis pattern base.

2.05 SADDLE

- A. Smith Blair stainless steel strap 317 or approved equal.
- B. Saddles are to be used at locations shown on the drawings unless otherwise approved by the Engineer.

2.06 GATE VALVE AND BOX

- A. Conform to the requirements of Section 33 10 00.

2.07 DIP FITTINGS

- A. Conform to the requirements of Section 33 10 00.

PART 3 EXECUTION

3.01 GENERAL

- A. Locating of public utilities within the project limits in accordance with section 01 31 00 Project Management and Coordination shall be incidental to the project and included in the Total Base Bid.

3.02 INSTALLATION

- A. Install in accordance with Standard Detail Plate SER-1 shown on Drawings.
- B. Governing Code: Minnesota Plumbing Code and any local ordinances that may apply.
- C. Preparation: Conform to Section 33 05 06.
- D. Locations of services to be staked by Engineer during construction.
- E. Copper Water Service Line:
 - 1. Parallel and upstream, 3 to 5 feet, of the sewer service line in the same trench.

2. Minimum 7.5 feet of cover from finished grade.

F. Corporation Stop:

1. Tap into main only when water main is under pressure.
2. Use 2 layers of pipe tread sealant tape on corporations as a thread lubricant and sealant, or product approved by Owner.
3. Provide support for corporation and gooseneck per Standard Detail Plate SER-1.
4. Install saddle per the manufacture's recommendations.
5. Operation must be with open wrench.

G. Curb Stop:

1. Support on full size pre-cast segmental manhole block.
2. Provide support for curb stop per Standard Detail Plate SER-1.
3. Grade stakes will be furnished to establish elevations.
4. Operation must be with open wrench.

H. DIP Water Service Line:

1. Minimum 7.5 feet of cover from finished grade.
2. Use mega-lugs and Tie Rods from tee at main to end of service.
3. Place a plug, tapped with 2 inch corporation stop, at the end of the water service. Attach copper to the corporation and extend to the surface to bleed off air and to perform pressure tests, conductivity tests, and other items. Review such provisions with the Engineer prior to construction.

- I. All trenches shall be backfilled and compacted in accordance to Section 33 05 06.

3.03 FIELD QUALITY CONTROL

- A. Do not backfill trench until the service has been inspected and approved by the Engineer.
- B. Pressure Testing: All water services will be pressure tested in conjunction with the water main, conforming to Section 33 10 00.
- C. The Owner shall have an independent testing laboratory perform, as a minimum, the following tests. The location of the tests shall be determined by the Engineer:
1. 1 density test for every 4 services installed at varying depths.
- D. Required documentation shall include completing the "Sewer and Water Service Data Plan Sheet" per detail Drawings, at the time of installation:
1. Measure and record the longitudinal distance from sanitary sewer wye to the water service line (perpendicular to the water service line) or from the sanitary sewer service line to the corporation stop/tee (perpendicular to the water service line).
 2. Measure and record the longitudinal distance between the sanitary sewer plug and the water curb stop or plug (perpendicular to water line).
 3. Measure and record the length of water line material for each service pipe installed.

3.04 PROTECTION

- A. Mark each curb stop and plug with:

1. Solid 4 inches by 4 inches by 8 feet wood post extending 4 feet above and 4 feet below grade.

END OF SECTION

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SECTION 33 31 00

SANITARY SEWERAGE PIPING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Sanitary sewer gravity pipe, fittings, and miscellaneous appurtenances.

B. Related Sections:

1. Section 01 31 00 - Project Management and Coordination.
2. Section 01 33 00 - Submittal Procedures.
3. Section 01 57 13 - Temporary Erosion and Sediment Control.
4. Section 02 41 13 - Selective Site Demolition.
5. Section 33 05 06 - Trenching and Backfilling.
6. Section 33 08 30 - Commissioning of Sanitary Sewerage Utilities.
7. Section 33 31 14 - Sanitary Sewerage Services.
8. Section 33 39 00 - Sanitary Sewerage Structures.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Sanitary Sewer Pipe: Measurement per linear foot by each size, type, and class, furnished and installed complete in place as specified, regardless of depth. Including excavation, backfilling, and compaction. Pipe will be measured from centerline to centerline of manholes, or to the connection point of the existing pipe:
 - a. PVC pipe bedding will be paid in accordance with Section 33 05 06.
 - b. Improved pipe foundation material, if necessary, shall be per Section 33 05 06.
 - c. Furnishing and installing Plugs on dead end lines will be considered incidental to the pipe.
2. Connect to Existing Manhole: Measurement per each and shall be considered to include all excavation, labor, materials, and equipment necessary to make the required connection, including reconstructing bench/invert.
3. Connect to Existing Manhole (Core Drill): Measurement per each, regardless of the pipe size required. Payment will be compensation for excavating, core drilling the manhole and reconstructing bench/invert.
4. Connect to Existing Pipe: Measurement per each, according to size, and shall be considered to include all excavation, labor, materials, and equipment necessary to make the required connection, including removal/salvaging of existing plug.
5. Wyes: Measurement per each, according to size and type. Payment at the Unit Price will be considered compensation in full for all work and costs to furnish and install the wye as specified:
 - a. Cut-In Wye: Measurement per each, according to size and type. Payment shall be considered compensation in full for all work, including excavation, backfilling, labor, materials, concrete encasement (or PVC saddle if approved), and equipment necessary to cut in the wye as specified.
6. Insulation: Measurement per square yard of Insulation at the specified thickness. Payment will include furnishing and installation of the Insulation.

7. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing and Materials (ASTM):
 1. C578 - Specification for Rigid, Cellular Polystyrene Thermal Insulation.
 2. D1784 - Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (PVC) Compounds.
 3. D3034 - Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
 4. D3212 - Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
 5. F477 - Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
 6. F679 - Specification for Poly (Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings.
- B. American Water Works Association (AWWA):
 1. C105 - American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.
 2. C111 - American National Standard for Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
 3. C116 - American National Standard for Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Water Supply Service.
 4. C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
 5. C153 - American National Standard for Ductile-Iron Compact Fittings for Water Service.
 6. C900 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 Inches Through 12 Inches, For Water Distribution.
 7. C905 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 Inches Through 48 Inches, For Water Transmission and Distribution.

1.04 SITE CONDITIONS

- A. Sanitary sewer lines are shown on the Drawings in a general way. Anticipate minor variations in both horizontal and vertical directions in locating existing system.

1.05 SUBMITTALS

- A. Submit Product Data for the following items consistent with Section 01 33 00:
 1. Pipe and fittings.
 2. Transition couplings.

1.06 SEQUENCING AND SCHEDULING

- A. Do not pursue Work causing shut off of utility services (gas, water, electric, telephone, TV, etc.) to consumers until the utility owner is contacted and all consumers are notified of the shut-off schedule.
- B. Verify vertical and horizontal location of sanitary sewers sufficiently in advance of installing new pipe to determine the extent of conflict, if any.

- C. Successfully complete required inspections and testing before restoration of surface.

PART 2 PRODUCTS

2.01 SOLID WALL PVC PIPE

- A. PSM Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings (4 Inch Through 15 Inch Diameter):
 - 1. General: Pipe and fittings shall be made of compounds conforming to ASTM D1784 in accordance with the material requirements of ASTM D3034.
 - 2. Design: Integral bell gasketed joint and a minimum wall thickness conforming to SDR 26 or 35 as shown on the Drawings.
 - 3. Joints: Push-on type only with the bell-end grooved to receive a gasket.
 - 4. Elastomeric Seal (Gasket): A basic polymer of synthetic rubber conforming to ASTM F477. Natural rubber gaskets will not be accepted.
 - 5. Marking: Each pipe shall be identified with the name of the manufacturer, or trademark and code, nominal pipe size in inches, the PVC cell classification, and "Specification D3034."
- B. Polyvinyl Chloride (PVC) Pipe and Fittings (18 Inch Through 48 Inch Diameter):
 - 1. General: Pipe and fittings shall be made of compounds conforming to ASTM D1784 in accordance with the material requirements of ASTM F679.
 - 2. Design: Integral bell gasketed joint with a minimum wall thickness conforming to PS 46 or PS 115 as shown on the Drawings.
 - 3. Joints: Elastomeric gasket joints providing a water-tight seal conforming to ASTM F477.
 - 4. Marking: Conform to ASTM F679.
- C. Polyvinyl Chloride (PVC) Pressure Pipe and Fittings:
 - 1. General: Pipe shall be made of compounds conforming to ASTM D1784 in accordance with the material requirements of AWWA C900 (4 inch to 12 inch diameter pipe) or AWWA C905 (14 inch to 48 inch diameter pipe).
 - 2. Design: Cast-iron-pipe-equivalent outside diameter with a minimum pressure class (PC) or dimension ratio (DR) as shown on the Drawings.
 - 3. Joints: Integral bell with elastomeric gasket joints providing a water-tight seal conforming to ASTM D3212 or ASTM F477.
 - 4. Fittings: Conform to Ductile Iron Pipe (DIP) and Fittings under this Section.
 - 5. Marking: Conform to AWWA C900 and C905 respectively.

2.02 DUCTILE IRON PIPE (DIP) AND FITTINGS

- A. General Requirement: Pipe to conform to AWWA C151/A21.51.
- B. Pipe Class: As shown on Drawings.
- C. Fittings: AWWA C153/A21.53, Ductile Iron, 250-psi working pressure, AWWA C111/A21.11 latest revision, mechanical joint or push-on.
 - 1. All fittings shall be fusion bonded epoxy coated per ANSI/AWWA C116/A21.
- D. Pipe and Fitting Lining: Protecto 401® Ceramic Epoxy (Ceramic Quartz Filled Amine Cured Novalac Epoxy), PVC Lined Ductile Iron or approved equal.

E. Marking: Conform to AWWA C151/A21.51.

2.03 PIPE BEDDING

A. Conform to Section 33 05 06.

2.04 INSULATION

A. Polystyrene Insulation: Extruded type conforming to ASTM C578, Type VI, VII, or V.

2.05 DIP ENCASEMENT

A. Material: Polyethylene film conforming to AWWA C105/A21.5 and ASTM A674, tube form.

B. AWWA/ASTM standard, corrosion protection warning and applicable range of nominal pipe diameter size(s) every 2 feet along its length.

2.06 TRANSITION COUPLING

A. Coupling consisting of an elastomeric sleeve with incorporating stainless steel tension bands, tightening mechanism, and less than 0.01 inch thick shear ring conforming to ASTM C1173, Type A.

B. Separate bushings are not allowed without approval from the Engineer.

PART 3 EXECUTION

3.01 GENERAL

A. Locating of public utilities within the project limits in accordance with section 01 31 00 Project Management and Coordination shall be incidental to the project and included in the Total Base Bid.

3.02 PREPARATION

A. Excavation and Preparation of Trench: Conform to Section 33 05 06.

B. By-Pass Pumping: Contractor is responsible for all items required to maintain sewer flows during construction of the new sanitary sewer line. All Work and costs for this are considered incidental to the Project, unless otherwise specified.

C. Erosion control and dewatering in conformance with Section 01 57 13.

3.03 PIPE INSTALLATION

A. Trench Excavation and Backfill: Conform to Section 33 05 06.

B. Lay and maintain pipe appurtenances to the alignment, grade, and location shown on the Drawings and/or staked in the field. No deviation from the Drawing and/or staked alignment, grade, or location is allowed, unless approved by Engineer. Deviation from grade in excess of 0.02

percent (with no intermediate high points, level sections, or reverse invert slope) may be cause for removal and relaying pipe at the Contractor's expense.

- C. Maintain reference line and grade with laser equipment or other equipment approved by the Engineer. Periodically check equipment for adjustment and accuracy. Correct deficiencies in equipment, reference line, and reference grade. Take precautions to prevent deflections in reference line and grade.
- D. Non-Conforming Pipe Installation: Remove and reinstall.
- E. Inspect pipe for defects and cracks while suspended immediately prior to installation.
- F. Install pipe from lower to higher invert elevation with uniform and smooth invert line.
- G. Install pipe length spigot ends pointing in the direction of flow.
- H. No pipe is to be laid in water or when trench conditions are unsuitable for such Work.
- I. Jointing:
 - 1. In conformance with recommendations of manufacturers of pipe and joint material.
 - 2. All joints must be watertight.
 - 3. Hand fill and compact all bell depressions with granular bedding materials to prevent joints from sagging or movement.
- J. Cleaning and Protection:
 - 1. Protection of the existing downstream system/pipe will be required. A temporary plug (approved by the Engineer) shall be installed and maintained until acceptance of the new pipe lines. Once accepted the contractor shall be responsible for the removal of the plug. This work shall be considered incidental to the pipe installation.
 - 2. Remove all dirt and debris from the interior of each pipe length as the Work progresses.
 - 3. Protect the exposed end of the pipe with temporary covers or plugs.
 - 4. Protect in place pipe from damage and dislocation.
- K. Flexible Pipe Installation: Conform to ASTM D2321.
- L. Sanitary Sewer Service Connections:
 - 1. Wye:
 - a. Wye to be at 45-degree angle from horizontal.
 - b. Plugs installed with Atlastic 77, Sonolastic Sealant, or approved equal, or specifically designed for the opening to be plugged.
 - 2. Risers: Conform to Section 33 31 14.
- M. Installation of Insulation:
 - 1. Place insulation over pipe in locations as shown on the Drawings.
 - 2. Insulation is to be placed wherever sanitary sewer line comes within 3 feet of any storm structure or line, or within 5 feet of the ground surface.
- N. Sanitary Sewer Stub:
 - 1. Mark each plug location with 4 inch by 4 inch timber to above existing grade.

2. End all sanitary sewer pipe stubs with bell end of pipe and push-on type plug.

3.04 CONNECT TO EXISTING SYSTEM

A. Connect to Existing Structure:

1. Connect to existing structure at location shown on the Drawings.
2. If rubber boot exists at manhole opening, connect new pipe to the boot and secure.
3. If manhole opening does not contain rubber boot or the existing boot is damaged, core drill opening in the structure, and install a rubber boot in manhole opening prior to connection of pipe.
4. Make repairs to the structure required due to the Work performed, including installation of doghouse.
5. If necessary, the invert shall be reconstructed to accommodate new flow location. Reconstruction of invert will also be necessary if pipe sizes increase.

B. Connect to Existing PVC Pipe (Stub):

1. Locate and expose end of existing stub.
2. Remove existing plug and connect to pipe.

C. Cut-in Wye:

1. Cut-in Wye at location shown on Drawings. Type and size shown on Drawings.
2. Remove existing mainline pipe as necessary to make connection per Section 02 41 13.
3. Connect wye to existing mainline pipe with transition coupling. Pour concrete encasement around coupling.
4. In lieu of cutting in a wye, PVC saddles will be accepted following Engineer review and acceptance of shop drawings provided by Contractor.
5. Perform excavation and backfilling of trench per Section 33 05 06.

3.05 MANHOLE INSTALLATION

- #### A. Conform to the requirements of Section 33 39 00.

3.06 PROTECTION

- #### A. Plug all entrances and openings to the system promptly and before suspension of operations at the end of working day.
- #### B. At connections to existing system, temporarily plug the existing pipe with acceptable device until newly installed sewer lines have been accepted.

3.07 FIELD QUALITY CONTROL

- #### A. Trench Backfill – Compaction: The Owner shall have an independent testing laboratory perform, as a minimum, the following tests. The location of the tests will be determined by the Engineer:
1. 1 density test for every 300 feet of trench at varying depths (per 10 foot depth increments).
 2. 1 gradation test per Project for pipe bedding.
 3. 1 gradation test per Project for improved pipe foundation material.
- #### B. Testing in conformance with requirements of Section 33 08 30.

C. Re-test after corrective measures are completed.

D. Cleanup:

1. Cleaning Pipe and Structures:
 - a. If newly installed mains and structures are kept clean during construction, cleaning will not be required.
 - b. If newly installed mains and/or structures become dirty due to negligence of the Contractor, cleaning will be performed at the sole expense of the Contractor.
2. The bailing or flushing method of cleaning pipe is acceptable only if adequate provisions, acceptable to the Engineer, for keeping dirt and debris out of the existing sewer system. Jetting may be required.
3. Complete prior to final inspection for acceptance.
4. Notify Engineer when all pipes and structures are clean, which will allow the Owner to schedule the televising of the sewer mains.

END OF SECTION

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SECTION 33 31 14

SANITARY SEWERAGE SERVICES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Sanitary sewer service pipe and all appurtenances.
- B. Related Sections:
 - 1. Section 01 31 00 - Project Management and Coordination.
 - 2. Section 01 33 00 - Submittal Procedures.
 - 3. Section 33 05 06 - Trenching and Backfilling.
 - 4. Section 33 05 18 - Adjust Miscellaneous Structures.
 - 5. Section 33 08 30 - Commissioning of Sanitary Sewerage Utilities.
 - 6. Section 33 31 00 - Sanitary Sewerage Piping.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Service Pipe: Measurement per linear foot for each size and type of pipe installed (including 3 foot end piece) as measured along the axis of the pipe with no regard to intervening fittings. Payment at the Bid Unit Price shall be compensation in full for all Work and costs, including excavation, pipe, fittings, 6 inch PE sleeve (as specified), backfill, and trench compaction.
 - 2. Pipe Bedding for the PVC Sanitary Sewer Service Pipe: Measurement and payment shall be as per Section 33 05 06.
 - 3. Improved Pipe Foundation Material: Measurement and Payment shall be as per Section 33 05 06.
 - 4. No Bid Items have been included for service plugs or marking service ends. Payment for these items shall be included in the linear foot price for Service Pipe.
 - 5. Service Riser Pipe: Measurement per linear foot, according to size, measured laterally along the laying length from the wye to the top of the last riser section, with no regard to intervening fitting. Payment at the Unit Price will be considered payment in full for all work and costs associated with this Bid Item, including concrete reinforcement of the riser, wye, and main sewer.
 - 6. Expose and Connect to Existing Wye: Measurement per each, according to size and type. Payment will include all costs related to excavating, exposing, and connecting to an existing wye that was installed by others, including removal of existing plug.
 - 7. Required measurements of service installations shall be considered incidental to the service installation.
 - 8. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing Materials (ASTM):
 - 1. D1784 - Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (PVC) Compounds.
 - 2. D1785 - Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
 - 3. D2564 - Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
 - 4. D2665 - Specification for Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent (DWV) Pipe and Fittings.
 - 5. D2672 - Specification for Joints for IPS PVC Pipe Using Solvent Cement.
 - 6. D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.

1.04 SYSTEM DESCRIPTION

- A. This Work shall consist of the construction of sanitary sewer services in accordance with the requirements of the Contract.
- B. It is the intent of these Specifications to require the same quality of Work be received on the house services in the way of grade and alignment as is required on the main lines and laterals.

1.05 SUBMITTALS

- A. Submit the following items consistent with Section 01 33 00:
 - 1. Product data for the following items:
 - a. Pipe and fittings.
 - 2. Provide and record information on the "Sewer and Water Service Data Sheet" (Contractor Responsibility), in accordance with 3.02.D. The Data Sheet for recording required measurements will be provided by Engineer.

1.06 SITE CONDITIONS

- A. All Work must be confined to within the limits of construction easements or public right-of-way.

1.07 SEQUENCING AND SCHEDULING

- A. Install sanitary sewer, water main, and all pipe deeper than the services prior to the installation of the services.
- B. Install sanitary sewer service in same trench as the water service or as directed by the Engineer.

PART 2 PRODUCTS

2.01 MANUFACTURED UNITS

- A. Poly (Vinyl Chloride) (PVC) Schedule 40 Plastic Pipe and Fittings:
 - 1. General: Pipe and fittings shall be made of compounds conforming to ASTM D1784 in accordance with the material requirements of D1785 and ASTM D2665. PVC fittings shall

conform to ASTM D2665. Belled end pipe shall have tapered sockets conforming to ASTM D2672.

2. Design: Integral belled pipe with a minimum wall thickness conforming to Schedule 40.
3. Solvent Cement Joints: The solvent cement used to join pipe and fittings shall meet the requirements of ASTM D2564.
4. Risers: conform to same requirements as service pipe.

2.02 BEDDING MATERIAL

- A. See Section 33 05 06.

PART 3 EXECUTION

3.01 GENERAL

- A. Locating of public utilities within the project limits in accordance with section 01 31 00 Project Management and Coordination shall be incidental to the project and included in the Total Base Bid.

3.02 INSTALLATION

- A. Installation to be in accordance with the Detail Plate shown on Drawings.
- B. Governing Code: Minnesota Plumbing Code and any local ordinances that may apply.
- C. Locations of services to be staked by Engineer during construction.
- D. PVC Risers:
 1. Pour concrete casement around connection per Standard Detail Plate SER-9.
 2. Support pipe on undisturbed trench slope for entire riser length.
 3. Slip joint connection of 4 inch PVC riser to wye.
- E. Minimum 1/4 inch per foot (2-percent) grade, unless otherwise directed by the Engineer.
- F. Installation and fittings: Similar to main line sanitary sewer pipe installation, conforming to the requirements of Section 33 31 00.
- G. Install pipe bedding for PVC sanitary sewer services per Section 33 05 06.
- H. The installation of solvent cemented joints shall be in accordance with ASTM D2855.
- I. Place glue-on plug at end of service, and a 3 foot long, 6 inch diameter perforated flexible polyethylene sleeve over the end of the vertical riser pipe.
- J. All proposed service line locations are shown on the Drawings.
- K. Provide and record information on the "Sewer and Water Service Data Sheet" (Contractor Responsibility), in accordance with 3.02.D.

3.03 FIELD QUALITY CONTROL

- A. Do not backfill trench until the service has been inspected and approved by the Engineer.
- B. Low pressure air and infiltration testing shall conform to Section 33 08 30.
- C. The Owner shall have an independent testing laboratory perform, as a minimum, the following tests. The location of the tests shall be determined by the Engineer:
 - 1. 1 density test for every 3 services installed, at varying depths.
- D. Required documentation at the time of installation:
 - 1. Field measurement of length of each sanitary sewer and water service installed.
 - 2. Field measure the depth from the surveyed grade stake provided by the Owner to the invert of the 45 degree bend adjacent to the curb stop.
 - 3. Field measurements as identified on Standard Detail Plate SER-5.
 - 4. Field measurements for Riser/45 degree bend closest to the main.
 - a. Field measure the depth from the surveyed grade stake provided by the Owner to the invert of the 45 degree bend.
 - b. Horizontal distance from 45 degree bend to center of main pipe
 - c. Length of vertical riser pipe
 - 5. Provide Engineer with record of measurements on a weekly basis.

3.04 PROTECTION

- A. Mark end of new service as shown on Standard Detail Plate SER-1.

END OF SECTION

SECTION 33 31 23

SANITARY SEWERAGE FORCE MAIN PIPING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Sanitary sewer force main pipe, fittings, and miscellaneous appurtenances.

B. Related Sections:

1. Section 01 31 00 - Project Management and Coordination.
2. Section 01 33 00 - Submittal Procedures.
3. Section 01 57 13 - Temporary Erosion and Sediment Control.
4. Section 33 05 06 - Trenching and Backfilling.
5. Section 33 05 97.36 - Underground Utility Location System.
6. Section 33 08 30 - Commissioning of Sanitary Sewerage Utilities.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Sanitary Sewer Force Main Pipe: Measurement per linear foot for each size, type, and class, furnished and installed complete in place as specified, regardless of depth. Including excavation, backfilling, and compaction. Pipe will be measured from centerline to centerline of manholes, or to the connection point of the existing pipe:
 - a. Improved pipe foundation material, if necessary, shall be per Section 33 05 06.
 - b. Plugs on dead end lines will be considered incidental to the pipe.
2. Connect to Existing Manhole: Measurement per each and includes all excavation, labor, materials, and equipment necessary to make the required connection, including reconstructing bench/invert.
3. Connect to Existing Manhole (Core Drill): Measurement per each, regardless of the pipe size required. Payment will be compensation for excavating, core drilling the manhole and reconstructing bench/invert.
4. Connect to Existing Force Main Pipe: Measurement per each, according to size, and includes all excavation, labor, materials, and equipment necessary to make the required connection, including removal/salvaging of existing plug.
5. Insulation: Measurement per square yards of Insulation at the specified thickness. Payment will include furnishing and installation of the Insulation.
6. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

A. American Society of Testing and Materials (ASTM):

1. C578 - Specification for Rigid, Cellular Polystyrene Thermal Insulation.

B. American Water Works Association (AWWA):

1. C105 - American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.
2. C111 - American National Standard for Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
3. C116 - American National Standard for Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Water Supply Service.
4. C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
5. C153 - American National Standard for Ductile-Iron Compact Fittings for Water Service.

1.04 SITE CONDITIONS

- A. Sanitary sewer force main lines are shown on the Drawings in a general way. Anticipate minor variations in both horizontal and vertical directions in locating existing system.

1.05 SUBMITTALS

- A. Submit Product Data for the following items consistent with Section 01 33 00:
 1. Pipe and fittings.

1.06 SEQUENCING AND SCHEDULING

- A. Do not pursue Work causing shut off of utility services (gas, water, electric, telephone, TV, etc.) to consumers until the utility owner is contacted and all consumers are notified of the shut-off schedule.
- B. Verify vertical and horizontal location of sanitary sewer force mains sufficiently in advance of installing new pipe to determine the extent of conflict, if any.
- C. Successfully complete required inspections and testing before restoration of surface.

PART 2 PRODUCTS

2.01 DUCTILE IRON PIPE (DIP) AND FITTINGS

- A. General Requirement: Pipe to conform to AWWA C151/A21.51.
- B. Pipe Class: As shown on Drawings.
- C. Fittings: AWWA C153/A21.53, Ductile Iron, 250-psi working pressure, AWWA C111/A21.11 latest revision, mechanical joint or push-on.
 1. All fittings shall be fusion bonded epoxy coated per ANSI/AWWA C116/A21.
- D. Pipe and Fitting Lining: Protecto 401® Ceramic Epoxy (Ceramic Quartz Filled Amine Cured Novalac Epoxy), PVC Lined Ductile Iron or approved equal.
- E. Cor-Blue bolts required on all mechanical joint fittings.
- F. Marking: Conform to AWWA C151/A21.51.

2.02 PIPE BEDDING

- A. Conform to Section 33 05 06.

2.03 INSULATION

- A. Polystyrene Insulation: Extruded type conforming to ASTM C578, Type VI, VII, or V.

2.04 DIP ENCASEMENT

- A. Material: Polyethylene film conforming to AWWA C105/A21.5 and ASTM A674, tube form.
- B. AWWA/ASTM standard, corrosion protection warning and applicable range of nominal pipe diameter size(s) every 2 feet along its length.

PART 3 EXECUTION

3.01 GENERAL

- A. Locating of public utilities within the project limits in accordance with section 01 31 00 Project Management and Coordination shall be incidental to the project and included in the Total Base Bid.
- B. Install underground utility location system in accordance with Section 33 05 97.36 with all force main piping.

3.02 PREPARATION

- A. Excavation and Preparation of Trench: Conform to Section 33 05 06.
- B. By-Pass Pumping: Contractor is responsible for all items required to maintain sewer flows during construction of the new sanitary sewer line. All Work and costs for this are considered incidental to the Project, unless otherwise specified.
- C. Erosion control and dewatering in conformance with Section 01 57 13.

3.03 PIPE INSTALLATION

- A. Trench Excavation and Backfill: Conform to Section 33 05 06.
- B. Lay and maintain pipe appurtenances to the alignment, grade, and location shown on the Drawings and/or staked in the field. No deviation from the Drawing and/or staked alignment, grade, or location is allowed, unless approved by Engineer. Deviation from grade in excess of 0.02 percent (with no intermediate high points, level sections, or reverse invert slope) may be cause for removal and relaying pipe at the Contractor's expense.
- C. Non-Conforming Pipe Installation: Remove and reinstall.
- D. Inspect pipe for defects and cracks while suspended immediately prior to installation.

- E. Install pipe from lower to higher invert elevation with uniform and smooth invert line.
- F. Install pipe length spigot ends pointing in the direction of flow.
- G. No pipe is to be laid in water or when trench conditions are unsuitable for such Work.
- H. Wrap all pipe and fittings with pipe encasement.
- I. Jointing:
 - 1. In conformance with recommendations of manufacturers of pipe and joint material.
 - 2. All joints must be watertight.
 - 3. Hand fill and compact all bell depressions with granular bedding materials to prevent joints from sagging or movement.
- J. Cleaning and Protection:
 - 1. Protection of the existing downstream system/pipe will be required. A temporary plug (approved by the Engineer) shall be installed and maintained until acceptance of the new pipe lines. Once accepted the contractor shall be responsible for the removal of the plug. This work shall be considered incidental to the pipe installation.
 - 2. Remove all dirt and debris from the interior of each pipe length as the Work progresses.
 - 3. Protect the exposed end of the pipe with temporary covers or plugs.
 - 4. Protect in place pipe from damage and dislocation.
- K. Installation of Insulation:
 - 1. Place insulation over pipe in locations as shown on the Drawings.
 - 2. Insulation is to be placed wherever sanitary sewer line comes within 3 feet of any storm structure or line, or within 5 feet of the ground surface.
- L. Sanitary Sewer Force Main Stub:
 - 1. Mark each plug location with 4 inch by 4 inch timber to above existing grade.
 - 2. End all sanitary sewer pipe stubs with bell end of pipe and push-on type plug.

3.04 CONNECT TO EXISTING SYSTEM

- A. Connect to Existing Structure:
 - 1. Connect to existing structure at location shown on the Drawings.
 - 2. If rubber boot exists at manhole opening, connect new pipe to the boot and secure.
 - 3. If manhole opening does not contain rubber boot or the existing boot is damaged, core drill opening in the structure, and install a rubber boot in manhole opening prior to connection of pipe.
 - 4. Make repairs to the structure required due to the Work performed, including installation of doghouse.
 - 5. If necessary, the invert shall be reconstructed to accommodate new flow location. Reconstruction of invert will also be necessary if pipe sizes increase.

3.05 MANHOLE INSTALLATION

- A. Conform to the requirements of Section 33 39 00.

3.06 FIELD QUALITY CONTROL

- A. Trench Backfill – Compaction: The Owner shall have an independent testing laboratory perform, as a minimum, the following tests. The location of the tests will be determined by the Engineer:
 - 1. 1 density test for every 300 feet of trench at varying depths (per 10 foot depth increments).
 - 2. 1 gradation test per Project for pipe bedding.
 - 3. 1 gradation test per Project for improved pipe foundation material.
- B. Hydrostatic Pressure Test:
 - 1. Minimum test pressure: 100 psi.
 - 2. Test duration: 2 hours.
 - 3. Criteria: No drop in pressure allowed.
 - 4. Testing Gauge: Liquid filled, 4-1/2 inches diameter, labeled in 1-psi increments, such as Ashcroft Model 1082, or approved equal.
 - 5. Sequence and sectioning of water system for pressure testing shall be proposed by Contractor and approved by the Engineer prior to testing.
- C. Cleanup:
 - 1. Cleaning Pipe and Structures:
 - a. If newly installed mains and structures are kept clean during construction, cleaning will not be required.
 - b. If newly installed mains and/or structures become dirty due to negligence of the Contractor, cleaning will be performed at the sole expense of the Contractor.
 - 2. The bailing or flushing method of cleaning pipe is acceptable only if adequate provisions, acceptable to the Engineer, for keeping dirt and debris out of the existing sewer system. Jetting may be required.
 - 3. Complete prior to final inspection for acceptance.
 - 4. Notify Engineer when all pipes and structures are clean, which will allow the Owner to schedule the televising of the sewer mains.

END OF SECTION

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SECTION 33 39 00

SANITARY SEWERAGE STRUCTURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Sanitary sewer manholes and miscellaneous appurtenances.
- B. Related Sections:
 - 1. Section 01 33 00 - Submittal Procedures.
 - 2. Section 33 05 18 - Adjust Miscellaneous Structures.
 - 3. Section 33 05 06 - Trenching and Backfilling.
 - 4. Section 33 31 00 - Sanitary Sewerage Piping.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Refer to Section 33 31 00 for gravity sewer pipe pay items.
 - 2. Sanitary Sewer Manhole: Measurement per linear foot of depth from final rim elevation to lowest invert elevation based on the diameter of the manhole. Payment will include the manhole, manhole frame, and casting as specified on the Drawings:
 - a. Separate payment shall be made in accordance with Section 33 05 18 for placement of frame, casting, and adjustment rings.
 - b. 70-percent partial payment will be made upon installation of the structure and 30-percent payment will be made upon final completion of doghouses and inverts and submittal of Manhole/Catch Basin Elevation Report.
 - 3. Construct Manhole Over Existing Pipe: Measurement per linear foot of depth from final rim elevation to lowest invert elevation based on the diameter of the manhole. Payment will include the manhole, manhole frame, and casting as specified in the Drawings, connection to the existing pipe, and any necessary modifications to existing pipe and manhole to complete the connection.
 - 4. Sanitary Manhole, Spray Liner: Measurement per linear foot of depth of the precast concrete and based on the diameter of the manhole. Payment will include all preparation work and material application per the manufacturer's recommendations, as specified on the Drawings:
 - 5. Inside Drop Inlet Pipe: Measurement per lineal foot measured from the lowest invert of the manhole to the invert of the pipe being served by the drop inlet. Payment shall be considered compensation in full for all work, including PVC C900 drop pipe, PVC C900 Tee (modified), PVC C900 90 degree bend, pipe brackets and poured in place invert & benches.
 - 6. Air Release Manhole: Measurement per lineal foot of depth from final rim elevation to lowest invert elevation based on the diameter of the manhole. Payment will include the manhole, manhole frame, casting, fittings, air release valve, pipe supports, and all other items required to complete the installation as specified.
 - 7. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing and Materials (ASTM):
 - 1. C150 - Specification for Portland Cement.
 - 2. C443 - Specification for Joints for concrete Pipe and Manholes, Using Rubber Gaskets.
 - 3. C478 - Specification for Precast Reinforced Concrete Manhole Sections.
 - 4. C877 - Specification for External Sealing Bands for Concrete Pipe, Manholes, and Precast Box Sections.
 - 5. C923 - Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals.

1.04 SITE CONDITIONS

- A. Manhole locations are shown on the Drawings in a general way. Anticipate minor variations in both horizontal and vertical directions in locating existing system.

1.05 SUBMITTALS

- A. Submit Product Data for the following items consistent with Section 01 33 00:
 - 1. Gaskets.
 - 2. Joint sealants.
 - 3. Manufacturers recommended installation procedures for jointing.
 - 4. Manhole spray lining materials.
- B. Submit shop drawings for the following items consistent with Section 01 33 00:
 - 1. Manholes, including reinforcing, joints, pipe connections, and castings.
 - 2. Shop drawings shall indicate complete information for fabrication and installation of units. Include the following:
 - a. Plans and elevations locating and defining all material furnished by manufacturers.
 - b. Sections and details showing connections, cast-in items, field installed lifting devices, capacities, all openings, and their relation to the structure.
- C. Submit Manufacturer's Certificate of Compliance for the following items consistent with Section 01 33 00:
 - 1. Castings.
 - 2. Precast manhole sections and steps.
- D. Manhole/Catch Basin Elevation Report:
 - 1. Complete the report attached to the end of this Section for each structure as it is constructed. The completed report shall be submitted each week to the Engineer or the Engineer's designated representative at some mutually agreeable time.
- E. Inside Drop Inlet Pipe per Standard Detail Plate SAN-4.

1.06 QUALITY ASSURANCE

- A. The quality of all materials, the process of manufacture, and the finished sections shall be subject to inspection and approval by the Engineer or other representative of the Owner. Such inspection may be made at the place of manufacture or on the Work after delivery, or at

both places and the materials shall be subject to rejection at any time on account of failure to meet any of the requirements specified herein. Material rejected after delivery to the Site shall be marked for identification and shall be removed from the Site at once. All materials which have been damaged after delivery will be rejected and if already installed shall be removed and replaced entirely at the Contractor's expense.

- B. At the time of inspection, the materials will be carefully examined for compliance with the appropriate ASTM Standard and this Section and with the approved manufacturer's drawings. All precast manhole sections shall be inspected for general appearance, dimension, "scratch-strength," blisters, cracks, roughness, soundness, etc. The surface shall be dense and close-textured.
- C. Manhole Design:
 - 1. Have the manhole sections and top and bottom slabs designed and the detailed drawings prepared by a Professional Engineer, experienced in precast concrete manhole design, who is registered in the Project's state.

PART 2 PRODUCTS

2.01 COMPONENTS

- A. Manholes:
 - 1. Precast concrete sections conforming to ASTM C478 and this Section. No lift holes permitted. No structures constructed either partially or completely from segmental block will be accepted:
 - a. All sections shall be cured by an approved method and shall not be shipped nor subjected to loading until the concrete compressive strength has attained 4,000 psi and not before 2 days after fabrication and/or repair, whichever is longer.
 - b. The date of manufacture and the name and trademark of the manufacture shall be clearly marked on the inside of each precast section.
 - c. Precast inverts to match pipe size and pipe grade through manhole (with flat grades, manhole inverts will not be allowed to have a 0.10 foot drop).
 - d. No structures with any cracks greater than 0.01 inch in width will be accepted.
 - 2. Height of the precast eccentric cone section shall be either 36 inch, 42 inch, or 48 inch in height.
 - 3. Joints: Rubber gasketed joint forming a watertight seal conforming to ASTM C443.
 - 4. Size: Inside diameter as indicated on the Drawings.
 - 5. Water Tight Pipe Connections:
 - a. All manholes shall be fabricated with pipe openings consisting of a rubber boot and stainless steel band in accordance with ASTM C923 to seal off the joint from allowing dirt, ground water, or other objectionable material from entering. These materials shall be installed with the fabrication on all new manholes.
 - 6. Inside Drop Manhole:
 - a. Drop pipe mounting brackets shall be Reliner Stainless Adjustable Pipe Brackets or approved equal, minimum 2 inch width.
 - b. Stainless steel hardware.
 - c. Mortar is allowed for upper doghouse in place of rubber boot when booted connections are not available due to outside diameter of pipe fitting used for drop pipe connection.

- d. Drop pipe per section 33 31 00 2.01.C.
- e. Drop Tee shall be PVC C905 non-pressure tee. GPK non-stock, 8 inch Tee extension x G x G, or approved equal.
- f. 90 Degree Base Bend shall be PVC C905 non-pressure bend. GPK Y24-008 90 EL S x G, or approved equal.
- g. Inverts and benches are to be poured in the field and include the 90 degree bend.
- 7. Transitions sections: when required the maximum depth from the rim elevation to the top of the reducing cone is 10 feet.
- 8. Air Release Manhole:
 - a. Adjustable pipe supports: 316 Stainless Steel Spider Pipe Support Model SPSS, Empire 428KTSX
 - 1) Stainless Steel anchor bolt or self drilling concrete anchor with stud and two nuts each.
 - b. Air release Valve: 2" H-TEC Model 986 Pressure Air Release/Vacuum Valve or equal.
 - c. Joint Wrap: 9 inch wide Gator Wrap by Infi-Shield or equal:
 - 1) Ethylene Propylene Diene Monomer EDPM meeting ASTM C877 Type III and C923
- B. Steps: Reinforced polypropylene plastic steps with No. 2 deformed grade steel rod.
- C. Structure Bases:
 - 1. Pre-cast integral with bottom section of manhole for all structures 8 foot inside diameter and smaller. All structures supplied smaller than 8 foot inside diameter shall also have pre-cast inverts installed.
 - 2. For structures with inside diameters greater than 8 feet, the structure base slab and manhole sections may be separate pre-cast units. A field constructed invert will be required when base slab and bottom manhole section are not integral.
- D. Castings: See Section 33 05 18.

2.02 ACCESSORIES

- A. Concrete Materials:
 - 1. Standard Portland Cement Type I, II, or IL, clean washed sand, crushed rock, and gravel free from deleterious materials for monolithic concrete manholes and all manhole bases.
 - 2. Portland Cement: Comply with the requirements of ASTM C150 or C595.
 - 3. Design Mix: Subject to the approval of the Engineer. Use proper water-cement ratio to obtain 4,000 psi in 28 days.
- B. Mortar: Pre-mix bag intended for underground use conforming to ASTM C270 Type M, minimum compressive strength of 2,500 psi.
- C. Joint Sealants:
 - 1. Ramnek, or approved equal.
 - 2. Open cell polyurethane foam sealant, DOW 999, or approved equal.
- D. Adjusting Rings: Conform to Section 33 05 18.

2.03 SPRAY LINER

- A. Hydrogen sulfide and corrosion resistant liner such as Zebron or approved equal.
- B. Polyurethane Coatings: High Performance, 2-part, 100 percent solids polyurethane coating, Zebron series, No.386.
 - 1. Physical Properties:
 - a. Color: Cream
 - b. Specific Gravity (ASTM D792): 1.3 (10.84 lbs per gal)
 - c. Tensile Strength (ASTM D638): 2500 psi at 77 degrees F (25 degrees C)
 - d. Elongation (ASTM D638): Recoverable; 67 percent at 77 degrees F (25 degrees C)
 - e. Flexibility (ASTM D792): No effect bending 0.5 mm plate coated with 20 mils over 8 mm diameter mandrel.
 - f. Compressibility (ASTM G95): 4200 psi
 - g. Surface Hardness: 60 to 70, Shore "D"
 - h. Abrasion Resistance (ASTM D4060): 2.12 oz. (60 mg)
 - i. Thermal Conductivity (ASTM C177): 0.000723 cal. Per sec. cm² per degree C per cm at 20 degrees C (0.175 btu per hr. ft. degree F per ft. at 77 degrees F)
 - j. Permeability (ASTM E96): 0.262 gms per m² per 24-hrs; 0.0358 U.S. perms.

PART 3 EXECUTION

3.01 TRANSPORTATION

- A. Transport precast units by rail or truck in a manner to avoid excessive stress or strain on units.
- B. Support units during hauling and stockpiling with sufficient hardwood shores to prevent cracking and spalling. Secure units in place to prevent shifting or undesired movements. Location of temporary supports shall be as directed by precast manufacturer.

3.02 MANHOLE INSTALLATION

- A. Excavation and Preparation of Trench: Conform to Section 33 05 06.
- B. Furnish and install structures in accordance with Standard Detail Plates as shown on the Drawings.
- C. Place pre-cast integral base section on compacted subgrade and bedding for structures 6 feet diameter and smaller.
- D. Set pre-cast concrete sections plumb with a 1/2 inch (per 4 foot precast section) maximum out of plumb tolerance allowed.
 - 1. Initial base section shall be set plumb with a 1/4 inch (per 4 foot precast section) maximum out of plumb tolerance allowed.
- E. Install short precast section (maximum 12 - 24 inch height) immediately below the eccentric cone or precast top slab.
- F. Position vertical wall of the eccentric cone on the downstream side.

- G. Casting Adjustment:
1. Conform to Section 33 05 18.
 2. Seal joint at the casting frame seat with 2 rows of joint sealer.
- H. Steps:
1. Set the centerline of each step within each manhole to be within 2 inches of the vertical centerline for the group of steps.
 2. Locate over downstream pipe, except for pipe 24 inches in diameter or greater. Then place where most appropriate to provide the most suitable access.
 3. Offset step centerline from drop openings.
 4. Install top step at a maximum of 20 inches below top of casting.
 5. Secure and neatly mortar in place 12 - 16 inches on center spacing.
- I. Prevent entrance of dirt and debris from all new and existing manholes.
- J. Pipe Connections:
1. All pipes entering the manhole must be cut with a power saw to provide a clean, smooth pipe surface. The pipe shall be cut to be 2 inches inside the manhole at the pipe's midpoint.
 2. Annular space between the outside of the pipe and opening in the structure shall be filled with mortar on the interior and exterior of the structure. Construct an interior collar/doghouse around the pipe from the wall of the structure to the end of the pipe with mortar.
- K. Inside Drop manhole inlets shall be constructed in accordance with Standard Detail Plate SAN-4 shown on the Drawings.
- L. Air Release Manhole
1. Install pipe support with a minimum 1 inch space between base slab and stainless steel plate.
 2. In addition to gasketed joints install Gator Wrap around outside of structure joints.
 3. Construct 12 inch by 12 inch sump through precast base floor with 1-1/2 inch clear rock drain field extending 3' below base slab for structures above groundwater level:
 - a. Refer to drawings for dewatering system on structures constructed with base slab bottom within 3 feet of groundwater level.
- M. Construct Manhole Over Existing Pipe:
1. Construct manhole over existing pipe at locations shown on the Drawings.
 2. Saw cut existing pipe to fit flush with inside wall of new structure.
 3. Seal any openings in manhole.
- N. Spray Liner
1. Apply spray lining material per manufacturer's recommendations and specifications.
 2. Apply to all drop manholes, manholes receiving force main, and all other structures as identified in the drawings.

3.03 FIELD QUALITY CONTROL

- A. Failure of any mortar work within a structure (i.e. invert, doghouse, etc.) that occurs during the correction period will be repaired in a manner acceptable to the Owner at the Contractor's expense.
- B. Any leak of a precast manhole section joint shall be repaired by chemical injection or other approved material to the satisfaction of the Engineer.
- C. Any structure section with a crack found to be greater than 0.01 inch in width, as measured by use of a feeler gauge, shall be replaced or acceptably repaired with a method as approved by Engineer.

3.04 PROTECTION

- A. Secure manholes and structures immediately after completion or before suspension of operations at the end of working day with casting or suitable alternative device.
- B. Mark structure susceptible to being hit by construction or vehicular traffic.

3.05 CLEANING

- A. All new manholes shall be thoroughly cleaned of all silt, debris, and foreign matter of any kind prior to final inspection.

END OF SECTION

Manhole/Catch Basin Field Elevation Report

Project Name:	Date:
Owner:	Owner Project No:
Bolton & Menk Project Rep:	Bolton & Menk Project No:
Contractor:	Contractor's Rep:

Contractor is required to complete this form before payment of structure is approved.

Structure Location				Structure Type (circle one)	Design Invert (from Plan)	As-Constructed Invert Elevation *	Difference (+ / -)	Comments / Quality Assurance
Structure No.	Structure Station	Direction of invert/flow	Street Name or Easement Location					
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				

*** - As-Constructed Invert Elevation provided by Contractor from measurements taken in the field to nearest 0.01'.**

SECTION 33 40 00
STORMWATER UTILITIES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Storm sewer pipe, manholes, catch basins, fittings, and miscellaneous appurtenances.
- B. Related Sections:
 - 1. Section 01 31 00 - Project Management and Coordination.
 - 2. Section 01 33 00 - Submittal Procedures.
 - 3. Section 01 57 13 - Temporary Erosion and Sediment Control.
 - 4. Section 32 11 23 - Aggregate Base Courses.
 - 5. Section 32 16 13 - Concrete Curbs and Gutters.
 - 6. Section 33 05 06 - Trenching and Backfilling.
 - 7. Section 33 05 18 - Adjust Miscellaneous Structures.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Storm Sewer Pipe: Measurement per linear foot for each size, type, and class of pipe, furnished and installed complete in place as specified, regardless of depth, including excavation, backfilling, and compaction. Pipe will be measured from centerline of structure to centerline of structure and will not include end sections:
 - a. Pipe bedding will be paid in accordance with Section 33 05 06.
 - b. Improved pipe foundation material, if necessary, shall be per Section 33 05 06.
 - 2. Catch Basin, Catch Basin Manhole, Skimmer, and Manhole Structure: Measurement per linear foot of depth from final rim elevation to lowest pipe invert elevation or bottom of sump according to type and size for furnishing and installing structures complete in place as specified, including casting frame and cover, mortar invert (if required) and concrete stool grate frame (if required per detail).
 - a. 70-percent partial payment will be made upon installation and 30-percent payment will be made upon final completion of doghouses and inverts and submittal of Manhole/Catch Basin Elevation Report.
 - 3. Flared Ends with trash guard: Measurement per each by size installed, according to type, at locations indicated in the Drawings complete in place as specified, including excavation, backfilling, compaction and trash guard:
 - a. Where a sewer line is terminated with a flared end section, tying the last 3 joints per Standard Detail Plate STO-11 is considered incidental to the installation of the pipe.
 - 4. Random Riprap: Measurement based upon units of cubic yards of Riprap placed, according to class. Payment of the Bid Item shall include geotextile fabric as required per Standard Detail Plate STO-12.
 - 5. Grouted Riprap: Measurement based upon units of cubic yards of riprap placed, according to class. Payment of the Bid Item shall include geotextile fabric and 6 inch concrete layer as required per Standard Detail Plate STO-13.

6. Connect to Existing Pipe: Measurement per each connection made, according to size and type of existing pipe, and regardless of type of existing bulkhead or plug, or type of connection made. Payment will include all costs related to making the connection, including removal and disposal of the existing bulkhead or plug, and construction of concrete collar if necessary.
7. Connect Existing Pipe to New Structure: Measurement per each pipe connected to the new structure, regardless of size of existing pipe. Payment will include all costs related to making the connection, including removal and replacement of existing pipe as directed by Engineer.
8. Connect to Existing Structure: Measurement shall be per each connection made, regardless of size of opening, type of existing bulkhead, or type of existing structure. Saw cutting of the pipe installed in the opening if necessary shall be considered incidental. Core cutting the connection and reconstruction of existing structure invert if necessary shall also be considered incidental to the connection.
9. RC LR Bend: Measurement per each, according to size and class. Payment will include all costs related to furnishing and installing the bend, including excavation, backfilling, and compaction.
10. Bulkhead Storm Sewer Pipe: Measurement per each bulkhead installed according to size. Payment will include all costs related to bulkheading or plugging the pipe as described in this Section.
11. Poured-In-Place Concrete Seepage Collar: Measurement per each collar constructed according to size of pipe it is constructed around. Payment at the Unit Price shall include all costs related to constructing the collar in accordance with Standard Detail Plate STO-21, including excavation, forms, and material.
12. Construct Manhole Over Existing Pipe: Measurement per linear foot of depth from final rim elevation to lowest invert elevation according to size. Payment will include the cost of the manhole and installation over the existing line, casting frame and cover, and adjusting rings in place as specified.
13. Outlet Structure: Measurement per each according to size and type. Payment will include all costs related to furnishing and installing the structure complete in place as specified, including casting frame and cover and grate.
14. Overflow Structure: Measurement per each according to size and type. Payment will include all costs related to furnishing and installing structures complete in place as specified, including casting frame and cover and grate.
15. Clean Sump: Measurement per each. Payment will include all costs to remove any water and dirt within the structure. This Bid Item is intended for vacuum cleaning of sump manholes to allow inspection by the Owner or Engineer.
16. Televis Storm Sewer: Measurement based upon units of linear feet of pipe televised, regardless of size or type. Pipe will be measured from centerline of structure to centerline of structure. Payment will be compensation for pipe preparation, televising, providing televising report, and all other associated costs.
17. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing and Materials (ASTM):
 1. A153 - Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 2. C76 - Specification for Reinforced Concrete Culvert, Drain, and Sewer Pipe.

3. C139 - Specification for Concrete Masonry Units for Construction of Catch Basins and Manholes.
 4. C150 - Specification for Portland Cement.
 5. C206 - Specification for Finishing Hydrated Lime.
 6. C361 - Specification for Reinforced Concrete Low Head Pressure Pipe.
 7. C443 - Specification for Joints for Circular Concrete Sewer and Pipe, Using Rubber Gaskets.
 8. C478 - Specification for Precast Reinforced Concrete Manhole Sections.
 9. C595 - Specification for Type 1L Cement.
 10. C1479 - Standard Practice for the Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations.
 11. C1619 - Standard Specification for Elastomeric Seals for Joining Concrete Structures.
 12. F477 - Specifications for Elastomeric Seals (Gaskets) For Joining Plastic Pipe.
 13. F2881 - Specifications for 12 to 60 inch Polypropylene Corrugated Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications.
- B. Minnesota Department of Transportation "Standard Specifications for Construction", 2020 (MnDOT Spec.):
1. 2461 - Structural Concrete.
 2. 2511 - Riprap.
 3. 3601 - Riprap Material.
 4. 3733 - Geosynthetic Materials.
- C. National Association of Sewer Service Companies (NASSCO):
1. PACP - Pipeline Assessment Certification Program.
- D. American Association of State Highway and Transportation Officials (AASHTO):
1. M330 - Specification for Polypropylene Pipe 12 to 60 inch Diameter.

1.04 SEQUENCING AND SCHEDULING

- A. Maintain existing storm sewer flows during construction. This may require a temporary pipe connection during periods of time when construction is not occurring.
- B. Set up traffic control prior to removals. Maintain traffic during storm sewer improvements unless otherwise approved by Owner.
- C. Do not pursue work-causing shut off of utility service (gas, water, electric, telephone, TV, etc.) to consumers until the utility owner is contacted and all consumers are notified of the shut-off schedule.
- D. Successfully complete required inspections and tests before commencement of Section 32 11 23 and Section 32 16 13.
- E. Coordinate inspection of completed sump structures with City prior to acceptance. May require pumping water and vacuuming dirt out of structure prior to inspection.
- F. Televising Storm Sewer:
 1. Notify Engineer 48 hours in advance of the televising of all pipes.
 2. Complete all required mandrel and air testing prior to televising.

3. All private utilities shall be installed by others prior to televising storm sewer.
4. Start televising no sooner than 30 days, but no later than 60 days after all utility, excavation, and street subgrade work is completed as part of this contract.

1.05 SUBMITTALS

- A. Submit Shop Drawings for storm sewer structures consistent with Section 01 33 00.
- B. Shop drawings shall indicate complete information for fabrication and installation of units. Include the following:
 1. Plans and elevations locating and defining all material furnished by manufacturers.
 2. Sections and details showing connections, cast-in items, and field installed lifting devices, capacities, all openings, and their relation to the structure.
- C. Submit Manufacturer's Certificate of Compliance for the following items:
 1. Gray iron castings.
 2. Precast manhole sections.
 3. Rip rap.
 4. Pipe.
- D. Manhole/Catch Basin Elevation Report:
 1. Complete the report attached to the end of this Section for each structure as it is constructed. Submit complete report each week to the Engineer or the Engineer's designated representative at some mutually agreeable time.
- E. Televising Report:
 1. Submit 1 copy of the Written Report and Video Report within 30 days of completion of televising.
 2. Report Requirements:
 - a. Each run shall consist of a starting and ending structure number and a zero reading on the counter at center of the starting structure.
 - b. Examine each service wye by using the pan and tilt feature.
 - c. Location, length and identify sags within the flowline of the pipe of 10% or greater, example 0.06 foot for an 8 inch diameter pipe.
 - d. Location in change in pipe material to be noted.
 - e. The video camera operator shall type into the video the station (distance), wye location on either the left or right side of the pipe, and any problems they notice while televising the sewer lines.
 - f. Take a still photograph at any questionable joint or possible defect.
 3. Provide a Written Report with a graphic cross section of the pipe showing the manholes, all wye connections, and defects. This report shall include PACP codes and descriptions.
 4. Submit a Video Report in a DVD format with audio, including a printable version of the Written Report and full video of all televised pipe runs.

PART 2 PRODUCTS

2.01 MATERIALS

A. Ready Mix Mortar Materials:

1. Sand Mix, 4,000 PSI

B. Mortar: Pre-mix bag intended for underground use conforming to ASTM C270 Type M, minimum compressive strength of 2,500 psi.

2.02 STORM MANHOLE AND CATCH BASIN FRAMES AND COVERS

A. Conform to Section 33 05 18.

2.03 STORM MANHOLES AND CATCH BASINS

A. Precast Concrete Sections conforming to ASTM C478 and this section.

1. No structure or any portion thereof will be allowed to be constructed of segmental block.
 - a. Shallow structures that cannot be constructed in the standard manner shall be fabricated in a precast design similar to Standard Detail Plate STO-10.
2. Preformed inverts are not allowed.
3. Structures with any cracks greater than 0.01 inch in width will not be accepted.
4. All sections shall be cured by an approved method and shall not be shipped nor subjected to loading until the concrete compressive strength has attained 4,000 psi and not before 2 days after fabrication and/or repair, whichever is longer.
5. The date of the manufacture and the name and trademark of the manufacture shall be clearly marked on the inside of each precast section.

B. Diameter and special requirements are shown on the Drawings.

C. Manhole Joints: Rubber gasketed joint forming a watertight seal conforming to ASTM C443.

D. Manhole Steps: Reinforced polypropylene plastic steps with No. 2 deformed grade steel rod.

E. Design:

1. Have the manhole sections and top and bottom slabs designed and the detailed drawings prepared by a Professional Engineer, experienced in precast concrete manhole design, who is registered in the Project's state.

2.04 PIPE MATERIALS

A. Reinforced Concrete Pipe (RCP) and Fittings:

1. General Requirement: ASTM C76.
2. Materials: Conform to the requirements of ASTM C76. Profile gaskets shall be synthetic rubber and shall conform to MnDOT Plate 3006.
3. Pipe Joints: Bell shall conform to MnDOT Plate 3006.
4. Pipe Class: As shown on the Drawings.

5. Marking: Each pipe shall be identified with the name of the manufacturer trade name or trademark and code, identification of plant, date of manufacture, and the pipe class and specification design.
 6. Pipes with cracks greater than 0.01 inch in width will not be accepted.
- B. Corrugated Polypropylene Pipe (PP), dual wall:
1. Pipe shall have a smooth interior and annular exterior corrugations meeting ASTM D2881 and AASHTO M330.
 2. Pipe joint shall be a gasketed integral bell & spigot. Bell and spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477.
 3. Fittings shall conform to ASTM F2881 and ASSHTO M330.
 4. Material properties, Polypropylene compound for pipe and fittings shall be impact modified copolymer meeting material requirements ASTM F2881 Section 5 and ASSHTO M330, Section 6.1.

2.05 TRASH GUARDS

- A. General Requirement: ASTM A153.
- B. Materials: Galvanized steel rods meeting the requirements in ASTM A153.
- C. Bar size and configuration as shown on the Drawings.
- D. Securely attached to end section.

2.06 PIPE TIE RODS

- A. HAALA Industries, Inc, or approved equal.
1. Washington County Tie Rod.
 2. Standoff Culvert Tie.
 3. Hot Dip Galvanized.

2.07 RIPRAP

- A. General Requirement: Conform to MnDOT Spec. 2511:
1. Riprap Material: Conform to MnDOT Spec. 3601.2.
 2. Granular Filter: Conform to MnDOT Spec. 3601.2.D and 3601.2.E.
 3. Geotextiles: Conform to MnDOT Spec. 3733, Type 4.
 4. Concrete: Conform to MnDOT Spec. 2461.

2.08 CONCRETE STOOL GRATE FRAME FOR OFF STREET CATCH BASIN

- A. General Requirement: Conform to Standard Detail Plate STO-9.

PART 3 EXECUTION

3.01 GENERAL

- A. Locating of public utilities within the project limits in accordance with section 01 31 00 Project Management and Coordination shall be incidental to the project and included in the Total Base Bid.

3.02 PREPARATION

- A. Trench Excavation and Backfill shall conform to Section 33 05 06.

3.03 EXAMINATION

- A. Perform televising pipeline inspections in accordance with NASSCO Pipeline Assessment and Certification Program (PACP). When requested provide the require certification for personnel preforming the actual work.
- B. Commence test procedures only when pipe and structures are clean and free of dirt, water, or other foreign matter. Pipe cleaning shall be performed in accordance with NASSCO Jetter Code of Practice.

3.04 INSTALLATION

- A. Connect to Existing Structure:
 - 1. Connect to existing structure at location shown on the Drawings.
 - 2. Core the hole in the structure and saw cut the pipe 2 inches inside the manhole at the pipe's midpoint.
 - 3. Bulkhead void between outside wall of pipe and edge of opening with mortar and block/brick.
 - 4. Reconstruct manhole bench/invert.
- B. Connect Existing Pipe to New Structure:
 - 1. Where an existing structure is removed and replaced with a new structure, connect all existing pipes to the new structure.
 - 2. Remove pipe segments that are damaged during the structure replacement with new pipes of the same size and type, or as directed by Engineer.
 - 3. Saw cut existing or new pipes 2 inches inside the manhole wall at the pipe's springline.
 - 4. Bulkhead void between outside wall of pipe and edge of opening with mortar and block/brick.
- C. Connect to End of Existing Pipe:
 - 1. Connect to existing pipe at locations shown on the Drawings.
 - 2. Locate and expose end of existing pipe.
 - 3. Remove existing bulkhead or plug and dispose of off Site:
 - a. Take care not to damage existing pipe.
 - b. Any segment of pipe damaged by Contractor shall be replaced with new materials at no expense to the Project.
 - 4. Utilize standard bell and spigot joint with rubber profile gasket if possible.

5. If butt connection must be made to existing pipe, construct concrete collar around joint. Collar shall be minimum 12 inches thick in all locations and shall extend a minimum of 12 inches each way of the joint.

D. Pipe Installation:

1. Lay and maintain pipe appurtenances to the alignment, grade, and location shown on the Drawings and/or staked in the field. No deviation from the Drawing and/or staked alignment, grade, or location is allowed, unless approved by Engineer. Deviation from grade in excess of 0.05 percent (with no intermediate high points, level sections, or reverse invert slope) may be cause for removal and relaying pipe at the Contractor's expense.
2. General Pipe Installation Procedures:
 - a. Wipe joints clean; apply the manufacturer's recommended lubricant compound over the entire joint surface; center spigot in bell and push spigot home; take care to prevent dirt from entering the joint space; bring pipe to proper line and grade, and secure pipe in place by properly bedding.
3. Lay pipe upgrade with spigot ends pointing in the direction of flow.
4. All joints must have a watertight seal conforming to ASTM C443.
5. Remove all foreign matter or dirt from inside the pipe. Keep the bell and spigot clean during and after installation. Take care to prevent dirt from entering the joint space. Remove any superfluous material from inside the pipe after pipe installation by means of an approved follower or scraper.
6. Where cut-ins make it impossible to construct bell and spigot joints or when dissimilar pipe materials are joined, a reinforced concrete collar shall be placed completely surrounding the joint or the connection shall be made by using an approved adapter.
7. Any pipe which has been disturbed after being laid must be taken up, the joint cleaned and properly re-laid as directed by the Engineer.
8. Trash guards required on upstream and downstream pipes, regardless of pipe size.
9. Where a sewer line outlets to grade or where the line is terminated with a flared end section:
 - a. Fasten the last 3 joints together using 2 bolt fasteners (tie rods) per joint approved and installed on outside of the pipe, regardless of pipe size.
 - b. Tie rods shall be Washington County Tie Rod.
10. The entire pipe run (structure to structure) that is connected to a flared end section, skimmer structure, or outlet structure shall be reinforced concrete pipe.
11. Corrugated PP requires a minimum of 3-ft of temporary cover (compacted backfill) for construction traffic.

E. Structures and Appurtenances Installation:

1. Furnish and install structures in accordance with the Drawings.
2. Excavate to depth and size as shown in the Drawings.
3. Structure inverts:
 - a. Construct inverts of manholes and catch basins using a Ready Mix mortar material.
 - b. Construct inverts shaped to the half section of equivalent size pipe conforming to the inlet and outlet pipe so as to allow for a free, uninterrupted flow with all surfaces sloping to the flow line.
4. Concrete pipes entering manholes:
 - a. End of pipes must be cut with a concrete saw.
 - b. Annular space between the outside of the pipe and opening in the structure shall be filled with mortar on the interior and exterior of the structure. Construct an interior

collar/doghouse around the pipe from the wall of the structure to the end of the pipe with mortar.

- 1) Corrugated Polypropylene Pipes shall have watertight gasket installed prior to filling annular space with mortar.

5. Steps:

- a. Locate on the downstream side, except for pipe 24 inches in diameter or greater. Install in the most appropriate place, to provide suitable access.
 - b. Secure and neatly mortar in place 12 - 16 inches on center spacing.
6. Position vertical wall of the eccentric cone on the downstream side.
 7. On structures with a build that contains more than 1 barrel section, the section immediately below the precast top slab shall be maximum 16 inch height.
 8. Lift holes shall be neatly mortared up.
 9. Remove all debris from Structures, invert and benches prior to final inspection and acceptance.
 10. Remove all water and debris from Sump Manhole Structures, to allow for final inspection and acceptance.
 11. Install Adjustment Rings and Adjust Casting: Conforming to Section 33 05 18.

F. Construct Manhole Over Existing Pipe:

1. Construct manhole over existing pipe at locations shown on the Drawings.
2. Saw cut existing pipe to fit flush with inside wall of new structure.
3. Seal any openings in manhole.

G. Riprap:

1. General: Conform to MnDOT Spec. 2511.
2. Install Riprap per Standard Detail Plates STO-12 and STO-13 prior to placement of flared end section.
3. Place 6 inch thick layer of concrete at the midpoint of the Riprap per Detail Plate STO-13.

H. Bulkhead Pipe:

1. Bulkhead pipe at locations shown on Drawings with brick, mortar, or concrete block masonry 8 inches thick.
2. Precast concrete plugs may be used in lieu of bulkhead. Plug must fit snugly into pipe opening and be watertight.

I. Seepage Collar:

1. Construct at location indicated on Drawings.
2. Construct per Standard Detail Plate STO-21.

J. Concrete Stool Grate Frame:

1. Construct on off street catch basins as shown on the plans or as directed by Engineer.
2. Construct per Standard Detail Plate STO-9.

K. Storm Structure Location Marker:

1. Off street structures shall be marked permanently with the specified sign and sign post as indicated on the plans.
2. Install sign in accordance with Section 34 41 05.

3.05 FIELD QUALITY CONTROL

A. Scope:

1. All pipeline testing is considered incidental to the Bid cost of the pipe.
2. Engineer to observe and verify that all tests and visual inspections have been completed prior to final acceptance.

B. Cleaning:

1. Consists of Cleaning the Pipe and Structures:
 - a. If newly installed mains and structures are kept clean during construction, cleaning will not be required.
 - b. If newly installed mains and/or structures become dirty due to negligence of the Contractor, cleaning will be performed at the sole expense of the Contractor.
2. The bailing or flushing method of cleaning pipe is acceptable only if adequate provisions acceptable to the Engineer for keeping dirt and debris out of the existing sewer system or ponds are employed. Jetting may be required.
3. Complete prior to final inspection for acceptance.

C. Required Tests and Inspections:

1. Infiltration:
 - a. To determine the amount of ground water infiltration into the sewers.
 - b. Test waived if no visible infiltration is observed during the televising inspection.
 - c. Measurement made by means of 90 degree v-notch weirs placed in the lines as directed by the Engineer.
 - d. Measurements taken at the points where in the Engineer's opinion the flow of water in the sewer is greater than the maximum allowable leakage.
 - e. Maximum Allowable Rate of Leakage: Not more than 100 gallons per mile per inch diameter per day.
 - f. Tests may be taken between individual manholes and the infiltration in any given line must not exceed the specified maximum allowable rate.
 - g. Method of Measurement: Measurement of time for a predetermined volume of flow to occur.
2. Lamping will be performed by Engineer to:
 - a. Verify installation is to true line and grade.
 - b. Verify structures conform to specified requirements.
3. Trench Backfill Compaction:
 - a. The Owner shall have an independent testing laboratory perform, as minimum, the following tests. The location of the tests shall be determined by the Engineer:
 - 1) 1 density test for every 300 feet of trench at varying depths (per each 10 foot depth increment).
4. Alignment:
 - a. Horizontal deviation in excess of 3 inches from back of curb to back of structure opening (for casting and rings) is not allowed. Deviation in excess of 3 inches will be cause for reinstallation of structure at the Contractor's expense.
 - b. The vertical and horizontal alignment of the casting adjustment shall be approved by the Engineer prior to constructing the 10 foot concrete curb and gutter transition on either side of the casting.

5. Deflection testing for Corrugated PP shall be in accordance with Spec. Section 33 08 30, paragraph 3.02.E Gravity Pipe Deflection Testing.
- D. Any structure section with a crack found to be greater than 0.01 inch in width, as measured by use of a feeler gauge, shall be replaced or acceptably repaired with a method as approved by Engineer.

3.06 STORM SEWER CLOSED CIRCUIT TELEVISION INSPECTION

A. Televising:

1. Newly installed storm sewer segments must be in a clean and ready condition prior to the television inspection.
2. Immediately clean any lines found to be dirty prior to televising. Costs for all such cleaning shall be the responsibility of the Contractor.
3. Provide sufficient water to run through the new storm sewer system prior to televising lines to be able to distinguish any sags or alignment problems with the pipe.
4. Personnel completing televising must be PACP certified.
5. Final acceptance of the video report will require the pipe to be clean as a new pipe.
6. Provide video and report to Owner.
7. Provide a camera that will be self-propelled and will have the ability to tilt up and down and pan left and right. The camera must provide color images.
8. Pan and zoom in to any potential deficiencies for evaluation.
 - a. Measure any cracks greater than 0.01 inch in width: Provide documentation to support method of measurement used and documentation of measurements. Method must be approved by Engineer prior to measuring.
 - 1) Pipe 36 inches in diameter and greater – feeler gauge measurements required.
 - 2) Pipe less than 36 inches in diameter:
 - a) Laser pipe profiling.
 - b) Feeler gauge measurements.
 - c) Other method as approved by Engineer.
9. Speed shall not exceed 30 feet per minute.

B. Defects:

1. Immediately correct any defects, faulty joints, cracked pipe greater than 0.01 inches in width, or other deficiency noted by the television inspection.
 - a. Any pipe defect, faulty joint, or crack greater than 0.01 inch in width, shall be replaced or acceptably repaired with a method as approved by Engineer depending on severity and location. Possible methods of repair include:
 - 1) Replacement of pipe.
 - 2) CIPP lining in accordance with section 33 01 38 CIPP Gravity.
2. A plan for repair shall be presented to and approved by the Owner and Engineer prior to the repair occurring.
3. Re-televising all corrected pipe runs after correction.
4. Any costs associated with measuring defects, corrections, and re-televising of the sewer system will be paid by the Contractor.

3.07 PROTECTION

- A. Plug all entrances and openings to the system promptly and before suspension of operations at the end of working day.
- B. Secure manholes and structures immediately after completion or before suspension of operations at the end of working day with castings or suitable alternative device.
- C. Mark all structures to avoid being hit by construction or vehicular traffic.
- D. Mark each plug location with 4 inches by 4 inches timbers to above grade to aid in marking the future connection.
- E. Establish erosion control measures as per Section 01 57 13.

END OF SECTION

Manhole/Catch Basin Field Elevation Report

Project Name:	Date:
Owner:	Owner Project No:
Bolton & Menk Project Rep:	Bolton & Menk Project No:
Contractor:	Contractor's Rep:

Contractor is required to complete this form before payment of structure is approved.

Structure Location				Structure Type (circle one)	Design Invert (from Plan)	As-Constructed Invert Elevation *	Difference (+ / -)	Comments / Quality Assurance
Structure No.	Structure Station	Direction of invert/flow	Street Name or Easement Location					
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				
				MH CB Apron				

*** - As-Constructed Invert Elevation provided by Contractor from measurements taken in the field to nearest 0.01'**

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SECTION 33 41 00

SUBDRAINAGE

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Storm sewer service and drain tile.
- B. Related Sections:
 - 1. Section 33 05 06 - Trenching and Backfilling.
 - 2. Section 33 31 14 - Sanitary Sewerage Services.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Perforated PVC Drain Tile, SDR 26: This Bid Item shall be used for installation of Drain Tile for subgrade drainage within street areas. Measurement per linear foot, according to size, and with no regard to intervening fittings. Payment shall include all costs related to furnishing and installing the drain tile pipe per Standard Detail Plate STO-14, including geotextile, aggregate and fittings:
 - a. It should be noted that due to the estimation required for Drawing preparation, the quantity of drain tile actually constructed may vary significantly from those given in the Bid Form.
 - b. The Engineer reserves the right to increase or decrease the Drain Tile quantity, and associated Connect Drain Tile to Structure quantity, with no change to the Contract Unit Price. No additional compensation will be considered or allowed for changes to the estimated quantities or for the deletion of any of these Bid Items in their entirety.
 - 2. Connect Drain Tile to Existing Structure: Measurement per each. Payment will include all costs related to core drilling a hole in the storm sewer structure, making the connection, and patching as specified.
 - 3. Storm Sewer Service: Measurement by linear foot of pipe actually installed, according to size and type, as measured along the axis of the pipe with no regard to intervening fittings. Payment at the Unit Price shall be compensation in full for all work and costs, including excavation, pipe, fittings, backfill, and trench compaction:
 - a. Connecting to an existing hole in a precast structure will be considered incidental to the installation of the service pipe.
 - b. PVC plug for the end of the service is considered incidental.
 - 4. Pipe Bedding for the PVC Storm Sewer Service Pipe: Measurement and payment shall be as per Section 33 05 05.
 - 5. Supplying and installing required markers at service ends shall be considered incidental to the service installation.
 - 6. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing and Materials (ASTM):
 - 1. D1784 - Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (PVC) Compounds.
 - 2. D3034 - Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
 - 3. D3212 - Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
 - 4. F477 - Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- B. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.):
 - 1. 3149 - Granular Material.
 - 2. 3733 - Geosynthetic Materials.

1.04 SEQUENCING AND SCHEDULING

- A. Install sanitary sewer, water main, storm sewer, and all pipe deeper than the services prior to the installation of the services.
- B. Install draintile after completion of aggregate backfill and prior to gravel base placement.

PART 2 PRODUCTS

2.01 PIPE AND FITTINGS

- A. Drain Tile: PSM Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings:
 - 1. General: Pipe and fittings shall be made of compounds conforming to ASTM D1784 in accordance with the material requirements of ASTM D3034.
 - 2. Design: Integral bell gasketed joint and a minimum wall thickness conforming to SDR 26.
 - 3. Joints: Elastomeric gasket joints providing a water-tight seal conforming to ASTM D3212 or ASTM F477.
 - 4. Perforations: Circular on 3-1/4 inches by 6-1/4 inches centers.
 - a. Hole size: maximum of 3/8 inch and a minimum of 3/16 inch, arranged in 4 rows along the full length of the pipe.
- B. Storm Sewer Service: Poly (Vinyl Chloride) (PVC) Schedule 40 Plastic Pipe conforming to Section 33 31 14.

2.02 BEDDING MATERIAL FOR STORM SEWER SERVICE

- A. Granular Material meeting MnDOT Spec. 3149.2.B.1, as modified herein:
 - 1. 100-percent passing, by weight, the 1 inch sieve.

2.03 DRAIN TILE AGGREGATE

- A. Coarse Filter Aggregate conforming to MnDOT Spec. 3149.2.H, as modified herein:
 - 1. Excluding crushed carbonated quarry rock, crushed concrete, and salvaged bituminous.

2.04 GEOSTNTHETIC MATERIALS

- A. Geotextile wrap shall conform to MnDOT Spec. 3733, Type 1.

PART 3 EXECUTION

3.01 GENERAL

- A. The location and alignment of the subsurface drains and outlets will be determined in the field by the Engineer, based on subsurface conditions.

3.02 DRAIN TILE INSTALLATION

- A. Conform to details on Drawings.
- B. Construct at locations and elevations determined by Engineer or as shown on the Drawings.
- C. Pipe Bedding: drain tile aggregate.
- D. Grade: Unless otherwise specified or shown on the Drawings, the grade of pipes shall not be flatter than 0.50-percent grade or match the street grade.
- E. Plug upstream end of the drain pipe.
- F. Sections of the drain pipe shall be firmly joined.
- G. Place pipe so that the perforations are in the position indicated on the Drawings or designated by the Engineer.
- H. Connections: Connect to hole provided in precast structure. Seal joint with mortar. Core drill connection to structure where precast hole is not provided.
- I. Compaction: Conform to Section 33 05 06.
- J. Flushing: After installation has been completed, pipes shall be flushed with sufficient water to remove material that has entered the pipes during construction.

3.03 STORM SEWER SERVICE INSTALLATION

- A. Construct at locations and elevations determined by Engineer or as shown on the Drawings.
- B. Pipe Bedding: Bedding material.
- C. Plug upstream end of pipe.
- D. Sections of the pipe shall be firmly joined.
- E. Connections: Connect to hole provided in precast structure. Seal joint with mortar. Core drill connection to structure where precast hole is not provided.

F. Compaction: Conform to Section 33 05 06.

3.04 FIELD QUALITY CONTROL

A. Do not backfill trench until the pipe has been inspected and approved by the Engineer.

B. Compact all trench backfill with mechanical means by "Quality Compaction Method."

3.05 PROTECTION

A. Mark each storm sewer service plug location with 4 inch by 4 inch timbers to above grade to aid in marking the future connection.

END OF SECTION

SECTION 34 41 05

TRAFFIC SIGNS AND DEVICES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Signs, signposts, and hardware.
 - 2. Double wooden barricades.
- B. Related Sections:
 - 1. Section 02 41 13 - Selective Site Demolition.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
 - 1. Sign Panel: Measurement per square foot by type. Payment shall include furnishing sign panel and sheeting. Signs are considered rectangular for the purpose of measurement except measurement for triangular shaped sign panels shall be the actual area of the triangle.
 - 2. Install Sign Panel: Measurement per each. Payment shall include all hardware, posts, stringers, equipment, and labor necessary to install each sign panel at the identified location in place as specified:
 - a. There will be no extra compensation for posts, regardless of length or required configuration.
 - b. There shall be no extra compensation for post installations in bituminous or concrete surfaces.
 - 3. Sign Post Flange Channel: Measurement per Each. Payment shall include the post and installation at locations as identified.
 - 4. Permanent Barricade: Measurement per each. Payment will include all costs related to furnishing and installing the barricade per the Standard Detail Plate STR-32.
 - a. The future road extension sign, if required, will be paid separately as a new sign under the appropriate Bid Item.
 - 5. City Monument Post: Measurement per each. Payment will include pick-up and installing the open space marker per the Standard Detail Plate STR-40.
 - 6. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction", 2020 Edition (MnDOT Spec.):
 - 1. 2564 - Traffic Signs and Devices.
 - 2. 3352 - Signs.
- B. Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).

- C. Minnesota Department of Transportation Standard Signs Manual.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Upon delivery to the Site, store the materials at least 10 feet away from any construction or traveled roadways areas. Vehicles and equipment shall not be stored, even temporarily, in the buffer zone of the work area or where it would be so close to moving traffic that it is in the judgment of the Engineer a potential hazard to motorists.

1.05 SEQUENCING AND SCHEDULING

- A. Notify the Engineer at least 48 hours prior to commencing the work under this Section of the Contract for required construction staking.
- B. Schedule an onsite pre-signing meeting with the Owner, Engineer, and Signing Subcontractor (if appropriate) a minimum of 24 hours prior to the installation of any signing.
- C. Schedule private utility locates through Gopher State One. Call program prior to sign post installation.
- D. Contact Washington County for all signs within the County right-of-way that will require temporary or permanent removal.
- E. Install signs within 7 calendar days after placement of the pavement adjacent to the sign locations.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Sign Material:
 - 1. Sign Panel Base Material: Sheet aluminum conforming to the material requirements of MnDOT Spec. 3352.2.A.1.
 - 2. Sign Face Material:
 - a. Traffic Sign Panels: Reflective sheeting conforming to the requirements of MnDOT Spec. 3352.2.A.3. Diamond Grade DG3, Electro cut or silk screen only, no digital printing.
 - b. Street Name Blade Signs: reflective sheeting, Diamond Grade DG3, Electro cut or silk screen only, no digital printing.
 - 3. Sign Legend Material for Signs: "Direct Applied" conforming to the requirements of MnDOT Spec. 3352.2.A.6.
- B. Sign Panels:
 - 1. Sign panels shall be fabricated and hole punched in accordance with the standard drawings in the MnDOT Standard Signs Manual.
 - 2. Public street name blade signs shall be provided by and installed by the City of Cottage Grove.
 - 3. Private street name blade signs shall be blue with white lettering.
- C. Sign Posts Flange Channel:
 - 1. Traffic Signs:

- a. Boulevard Installation:
 - 1) All sign posts shall conform to MnDOT Spec. 3401 and to MNDOT Standard Plan "Type C&D Sign Structural Details". Posts to be 2 sections with the following weight:
 - a) Bottom Section: 3.0 lbs./ft.
 - b) Top Section: at least 2.5 lbs./ft. and not greater the weight of the bottom post.
 - 2) The appropriate length of the upper post shall be determined by the Contractor to meet the construction requirements of the above ground stated references at each specific location.
 - b. Concrete Median Installation:
 - 1) Telespar square tube system
 - 2) 2 inches square
 - 3) 12 gauge galvanized steel
 - 4) Length: 9 feet, or as determined by Contractor as necessary to meet the construction requirements of the references and this section at each specific sign location:
 - a) Telespar Post Part No. 16125 (9 foot)
2. Anchor System:
- a. Concrete Median Location – Kleen Break Anchor:
 - 1) Kleen Break Surface Mount Anchor (Model No. 425), with receiving coupler, shear bolt and locking wedge.
 - 2) Mount to surface using Galvanized Simpson Strongtie Titan HD Concrete anchor bolt 1/2 inch x 4 inch (1/2 inch bolt shank):
 - a) 3D Specialties (Part No. 55820).
 - b) Minimum embedded depth of 3-5/8 inches.
 - c) Allowable tension load shall be 2,270 lbs. when installed in 3000 psi concrete.
 - d) Allowable shim of up to 1/2 inch.
 - e) Longer bolt is acceptable to maintain the 3-5/8 inch minimum embedment depth when shimming.
 - 3) Use 2 inch square X 9 foot, 12 gauge Telespar posts (Part No. 16125) with a 1-3/4 inch square X 3 foot, 12 gauge Telespar post (Part No. 15520) insert in the bottom (to cover bumper strike area).
 - 4) Follow Kleen Break Model 425, Drawing No. XKBSM425-20-CI, for installation instructions.
3. Hardware:
- a. Sign Panel: No rivets:
 - 1) 5/16 – 18 by 2-1/2 inch galvanized carriage bolts.
 - 2) 7/8 inch OD Nylon washer, 1/32 inch thick.
 - 3) 3/8 inch stainless steel washer.
 - 4) 5/16 – 18 galvanized hex nuts.
 - b. Anchor System: Boulevard Location:
 - 1) 5/16 inch diameter medium corner bolt with nut. Galvanized. (Telespar Part No. 56202).
- D. Permanent Barricade:
- 1. Per Standard Detail Plate STR-32.

E. City Monument Post:

1. Monument posts shall be purchased from the City of Cottage Grove directly and picked up from Cottage Grove Public Works facility at 8635 West Point Douglas Road, Cottage Grove MN 55016.

2.02 SOURCE QUALITY CONTROL

- A. All material certification shall conform to MnDOT Spec 2564.

PART 3 EXECUTION

3.01 GENERAL

- A. Unless otherwise noted or modified herein, all sections of MnDOT Spec. 2564, all sections of MnDOT's Standard Signs Manual, and Chapter 6 of MN MUTCD shall apply.
- B. The fabrication of all signs and devices shall conform to MnDOT Spec. 2564 and the latest edition of the MN MUTCD and the MnDOT Standard Signs Manual.
- C. The sign number designation indicated on the Drawings shall comply with applicable requirements of MN MUTCD and MnDOT Standard Signs Manual.

3.02 CONSTRUCTION

- A. Sign locations shown on the Drawings are only approximate. The final locations shall be determined in the field by the Engineer. Have all underground utilities located prior to installing all signposts. Provide Engineer 48 hour notice prior to sign installations to allow for adequate staking time:
1. Standard location for traffic sign posts shall be a 6 feet behind the back of curb or edge of traveled road.
 2. The lowest point of any traffic sign panel installed shall be 7 feet above finish grade at the point of installation. The lowest point of any street name sign installed shall be 10 feet above finish grade at the point of installation.
- B. Fabricate, hole punch, and mount sign panels in accordance with the standard drawings in the MnDOT Standard Signs Manual. Date the back of each newly installed sign panel with a theft warning sticker stating the month and year using inventory/I.D. stickers approved by the Owner.
- C. Install nylon washers between the bolt and the sign face (sheeting) to protect face. Do not over tighten bolts to the point where the sign sheeting separates from the sign backing, which would be cause for rejection and replacement at no additional cost to the Contract. There shall also be a stainless steel washer between the nylon washer and the bolt head.
- D. Post Anchorage:
1. Within concrete median: Install Surface Mount Anchor and bolts as shown on Standard Detail Plate STR-36.
- E. Permanent Barricade:
1. Install at locations shown on Drawings and per Standard Detail Plate STR-32.

2. Barricades to span entire roadway.
 3. If shown on Drawings or required by Engineer, attach "Future Road Extension Sign" per Standard Detail Plate STR-31.
 4. If shown on Drawings or required by the Engineer, attach "end of road marker", 9 button OM4-2 red on black sign.
- F. Provide traffic control to safely install signs and to safely guide traffic through the work area during installation.
- G. Sign Post Flange Channel:
1. The bottom section of each sign post shall be mounted into the ground to a minimum depth of 3-1/2 feet.
 2. The lower section of the post shall be at least 30 inches above ground to allow for a 12 inch splice and a minimum clearance of 18 inches from the ground to the bottom of the top section of the post.
 3. The splice of the upper and lower section posts shall be made with 2 – 5/16 inch stainless steel bolts with nylon insert lock nuts placed in the top and bottom holes of the overlap splice.
 4. Where 2 or more single post signs are mounted side by side, they shall be reinforced laterally by at least 2 post sections, bolted at each post, and located approximately at the quarter points.
 5. Where a name blade sign is to be installed above a stop sign extend flange channel post 2" above the top of the stop sign.

3.03 FIELD QUALITY CONTROL

- A. All work shall conform to MnDOT Spec. 2564.

3.04 CLEANING

- A. Clean any sign after installation if requested by the Engineer.

END OF SECTION

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City Council Action Request

7.V.

Meeting Date 12/18/2024

Department Public Works

Agenda Category Action Item

Title Shelving Quote for Utilities & Engineering Building

Staff Recommendation Adopt Resolution 2024-182 awarding the shelving quote to Storage Solutions in the amount of \$56,625 for the Utilities & Engineering Building.

Budget Implication The amount proposed for the shelving throughout the Utility and Engineering Building is included in the \$400,000 FF&E budget.

Attachments

1.	12.18.24 Shelving Memo UE Building
2.	U & EB Shelving Purchase Resolution



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

From: Rick Alt, Utilities Superintendent
Ryan Burfeind, P.E., Public Works Director

Date: December 18, 2024

Re: Utilities and Engineering Division Building – Shelving Quote Award

Introduction/Background

The Utilities and Engineering building design was approved by City Council and authorized for bid at the October 18, 2023, meeting. At the December 6, 2023, Council approved the bid award to Kraus Anderson and work on the new building is nearing completion. One of the main reasons for a new building was space. The new building will be able to store Utility and Engineering supplies, including meters, streetlights, streetlight parts, irrigation controllers, and many other sewer and water parts. There will be heavy duty shelving that will be installed in the cold storage room, and mezzanine area. Smaller shelving will be installed in the water meter room, streetlight room as well as the storage room. These shelves will help keep these areas organized and make it more efficient.

The City of Cottage Grove has received two quotes for shelving units throughout the Utility and Engineering Building. The low quote was provided by Storage Solutions. Listed below are the two quotes received.

Company	Quote
Storage Solutions	\$56,625.00
R.W. Lundquist	\$63,378.81

Budget Implications

The amount proposed for the shelving throughout the Utility and Engineering Building is included in the \$400,000 FF&E budget.

Recommendation

It is recommended that the City Council adopt resolution 2024-182 awarding the shelving quote to Storage Solutions in the amount of \$56,625.00.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-182

**RESOLUTION AWARDING THE SHELVING MATERIALS AT THE UTILITIES AND
ENGINEERING BUILDING TO STORAGE SOLUTIONS FOR \$56,625.00.**

WHEREAS, quotes were requested to provide shelving materials for the Utilities & Engineering Building; and

WHEREAS, quotes were requested from two firms to provide the necessary work;
and

WHEREAS, two firms submitted quotes; and

WHEREAS, it appears that Storage Solutions provided the lowest responsible quote; and

WHEREAS, it is the recommendation of the Public Works Director that the quote be awarded to Storage Solutions.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the purchase of shelving materials for the Utilities & Engineering Division Building be awarded to Storage Solutions for \$56,625.00.

Passed this 18th day of December 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.W.

Meeting Date	12/18/2024		
Department	Public Works		
Agenda Category	Action Item		
Title	John Deere 6M 130 Cab Tractor and Diamond Mower Attachment Purchase		
Staff Recommendation	Authorize the purchase from Midwest Machinery Co. for a John Deere 6M 130 Cab Tractor and the Diamond Mower attachments for \$204,590.08.		
Budget Implication	Tractor & Attachment total - \$204,590.08. \$50,000 - deductible (funded through the city self-insurance fund) \$500 - salvage value \$154,090.08 - city's insurance payout		
Attachments	<table border="1"><tr><td>1.</td><td>John Deere Tractor Memo</td></tr></table>	1.	John Deere Tractor Memo
1.	John Deere Tractor Memo		



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

From: Gavin Hochstetler, Management Analyst
Ryan Burfeind, Public Works Director

Date: 12/18/2024

RE: John Deere 6M 130 Cab Tractor and Diamond Mower Attachment Purchase

Background

On October 17, 2024, a John Deere tractor used to mow ponds and open space experienced a fire in the engine compartment. The public works employee was able to exit the vehicle safely and call 911. The tractor and its attachments have been deemed a total loss by the City's insurance provider. A quote for a matching replacement tractor and its Diamond Mower attachments were solicited through Midwest Machinery Co. Staff has recommended purchasing a John Deere 6M 130 Cab Tractor through the Sourcewell Contract and the Diamond Mower attachments through the Minnesota State Contract via Midwest Machinery Co.

Budget Implication

The total cost of the tractor and its attachment total \$204,590.08. The City will pay a \$50,000 per occurrence deductible through the self-insurance fund. A \$500 salvage value was applied to the City's insurance payout and the remaining \$154,090.08 will be covered by the City's insurance.

Recommendation

Authorize the purchase from Midwest Machinery Co. for a John Deere 6M 130 Cab Tractor and the Diamond Mower attachments for \$204,590.08.



City Council Action Request

7.X.

Meeting Date 12/18/2024

Department Administration

Agenda Category Action Item

Title 81st Street Water Tower - AT& T Lease Agreement

Staff Recommendation Approve the 3rd Amendment to the Water Tower Lease Agreement with AT&T at the 81st/Innsdale Water Tower Site.

Budget Implication N/A

Attachments

1.	AT&T Lease Memo
2.	AT&T Amendment



To: Honorable Mayor Bailey and Members of the City Council

From: Kori Land, City Attorney

Date: December 18, 2024

Subject: Water Tower Antenna Lease 3rd Amendment – AT&T 81st/Innsdale Water Tower Site

BACKGROUND

The City and AT&T entered into a Water Tower Lease Agreement dated June 20, 2007. The Lease Agreement was amended on October 8, 2011 and again April 17, 2024.

AT&T was recently administratively approved to upgrade their antennas at the site. With the upgrades to the antennas, the new and upgraded site plans for the antenna facilities have been issued. Therefore, we need to amend the current lease to replace the exhibit containing the original site plan with the new and upgraded site plan. The lease does not expire until December 31, 2030.

The lease is being amended as follows:

- The site plan in Exhibit F of the current lease is to be replaced with the new upgraded site plan.
- Update the notice provisions

ACTION REQUESTED

Approve the 3rd Amendment to the Water Tower Lease Agreement with AT&T at the 81st/Innsdale Water Tower Site.

Market: Northern Plains (MN)
Cell Site Number: MNL03508
Cell Site Name: JAMAICA AVENUE
FA Number: 10114777
IWM #: WSUMW0030349

THIRD AMENDMENT TO THE WATER TOWER LEASE AGREEMENT

AT&T 81ST/INNSDALE WATER TOWER SITE COTTAGE GROVE, MINNESOTA

THIS THIRD AMENDMENT TO THE WATER TOWER LEASE AGREEMENT ("Third Amendment") is effective this ____ day of _____, 2024 (the "Effective Date"), by and between the **City of Cottage Grove, Minnesota**, a Minnesota municipal corporation, having a mailing address of 12800 Ravine Parkway South, Cottage Grove, MN ("Landlord") and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company as successor-in-interest to AT&T Wireless Services of Minnesota, Inc., a Nevada Corporation ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Water Tower Lease Agreement dated as of June 20, 2007, as amended by that certain First Amendment to Water Tower Lease Agreement dated October 8, 2011, and Second Amendment to Water Tower Lease Agreement, dated April 17, 2024, (collectively, the "Current Lease"), which is incorporated herein and made a part hereof by reference, in regard to certain property located at 8520 81st Street South, in the City of Cottage Grove, County of Washington, State of Minnesota, and relating to the installation and operation of Tenant's wireless communications equipment; and

WHEREAS, Landlord and Tenant desire to amend the Current Lease to replace Exhibit C of the Current Lease (the "Site Drawings"), with a current site plan; and

WHEREAS, Landlord and Tenant hereby express their mutual desire and intent to amend the Current Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, receipt of which is acknowledged, Landlord and Tenant agree as follows:

1. **Replacement.** The site plan in Exhibit C of the Current Lease is to be replaced with the site plan attached hereto as Exhibit C-1.
2. Section 19 G. is hereby replaced in its entirety as follows:

Notices. All notices, requests, demands and communications hereunder shall be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices shall be addressed to the parties as follows.

If to LANDLORD: **City of Cottage Grove**
Attn: City
Administrator
12800 Ravine Parkway
South
Cottage Grove, MN
55016

If to TENANT: **New Cingular Wireless PCS, LLC**
Attn: Network Real Estate Administration

Re: Cell Site # MNL03508, Cell Site
Name: JAMACIA AVENUE (MN)
Fixed Asset #: 10114777
1025 Lenox Park Blvd NE, 3rd FL
Atlanta, GA 30319

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

With copy to: **New Cingular Wireless PCS, LLC**
Attn: Legal Department
Re: Cell Site # MNL03508, Cell Site
Name: JAMACIA AVENUE (MN)
208 S. Akard Street
Dallas, Texas, 75202-4206

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Current Lease and this Third Amendment, the terms of this Third Amendment shall control. Each reference in the Current Lease to itself shall be deemed also to refer to this Third Amendment. Except as set forth in this Third Amendment, the Current Lease otherwise is unmodified and remains in full force and effect.
4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Current Lease.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed on the date and year written below effective as of the Effective Date above.

LANDLORD

City of Cottage Grove, a Minnesota Municipal corporation

By: _____
Myron A. Bailey
Mayor

By: _____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

TENANT

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: 

Name: Andrew Sackreiter

Title: Director-Construction & Engineering

STATE OF MINNESOTA

)

) ss:

COUNTY OF RAMSEY

)

On this 18th day of December, 2024 before me personally appeared Andrew Sackreiter, and acknowledged under oath that s/he is the Director-Construction & Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC and as such is authorized to execute this instrument on behalf of the limited liability company.




Notary Public

EXHIBIT A-3

**[See attached Plans and Specifications, dated 09/13/2024, Rev 1, by MasTec Communication
Group.]**

GENERAL NOTES	
THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.	
SITE INFORMATION	
LATITUDE:	44° 49' 03.50" N
LONGITUDE:	92° 07' 00.50" W
GROUND ELEVATION:	629' AMSL
JURISDICTION:	CITY OF COTTAGE GROVE, MN
ZONING:	R3 SINGLE FAMILY RESIDENTIAL
PER:	1002721120019
COUNTY:	WASHINGTON
EXISTING USE:	UNMANNED TELECOMMUNICATIONS FACILITY
POWER COMPANY:	XCEL ENERGY
PHONE:	650-642-6030
TELCO COMPANY:	QWEST
PHONE:	1-800-244-1111
SCOPE OF WORK	
AT&T WIRELESS PROPOSES TO MODIFY AN EXISTING FACILITY. THE SCOPE WILL CONSIST OF THE FOLLOWING:	
ANTENNA LEVEL: • REMOVE (6) ANTENNAS • REMOVE (14) RRUS • REMOVE (8) DCPS • REMOVE (8) TRAYS • REMOVE (3) PC17N • REMOVE (8) PLAK, RRU MOUNTS • REMOVE (2) 85WV DC TRUNK CABLES • REMOVE (12) COAX CABLES • REMOVE (2) FIBER TRUNKS • RELOCATE (2) ANTENNAS • INSTALL (2) 85WV-45C-7M PANEL ANTENNAS • INSTALL (2) 40W419 8770 ANTENNAS • INSTALL (2) 40W419 8770 ANTENNAS • INSTALL (2) 80K 12500W42 BACK-TO-BACK RRU MOUNTS • INSTALL (2) 4478 814 RRUS • INSTALL (2) 4480 82584A RRUS • INSTALL (2) 4418 820 RRUS • INSTALL (4) STANDOFFS • INSTALL (2) 4"X4" LONG 1/4"X1/4" MOUNT • INSTALL (2) ADJUSTABLE CROSSOVER EXTENDER KIT • INSTALL (2) 24 PAIR FIBER TRUNKS • INSTALL (8) 85 WDC POWER TRUNK • INSTALL (3) DC5 SURGE SUPPRESSOR	
EQUIPMENT LEVEL: • REMOVE (1) POWER RACK • REMOVE (12) DIPLEXERS • INSTALL (11) RECTIFIERS • INSTALL (10) CONVERTERS • INSTALL (1) 485WV CONVERTER KIT • INSTALL (1) PFC RACK • INSTALL (1) 6810 BASEBAND • INSTALL (2) 6801 BASEBAND • INSTALL (1) 6801 • INSTALL (1) 7100 POWER RACK • INSTALL (1) FUTURE GENERATOR	
EXISTING ANTENNA COUNT: 06 FINAL ANTENNA COUNT: 12 EXISTING RRU COUNT: 16 FINAL RRU COUNT: 12	
REFERENCE NOTES	
QC SHALL REVIEW AND COMPLY WITH MORRISON HERSHPFIELD STANTEC MOUNT ANALYSIS REPORT DATED: 08/28/2024 MNS PROJECT #: MNS-767 / 2401217	
QC SHALL REVIEW AND COMPLY WITH MORRISON HERSHPFIELD STANTEC STRUCTURAL ANALYSIS REPORT DATED: 08/28/2024 MNS PROJECT #: MNS-767 / 2401217	



AT&T

MNL03508

JAMAICA AVE

8492 81ST STREET SOUTH
COTTAGE GROVE, MN 55016

TWM JOB NUMBER	PAGE JOB NUMBER	ORACLE PTN
WJUMW0030348	WJUMW0030317	3311A1B474
WJUMW0030347	-	-
WJUMW0030347	-	-
WJUMW0030347	-	-
WJUMW0030348	-	-
WJUMW0030348	-	-
WJUMW0030347	-	-
WJUMW0030347	-	-

FA: 10114777 USID: 88748

VICINITY MAP



DRIVING DIRECTIONS

FROM MINNEAPOLIS-SANIT PAUL INTERNATIONAL AIRPORT:

GET ON MN-5 FROM OLUMACK DR. HEAD NORTHWEST ON OLUMACK DR. SLIGHT LEFT. TURN LEFT. MERGE WITH NORTHWEST DR. AT THE ROUNDABOUT. CONTINUE STRAIGHT. SLIGHT LEFT ONTO OLUMACK DR. USE THE LEFT 2 LANES TO STAY ON OLUMACK DR. USE THE LEFT 2 LANES TO TURN SLIGHTLY LEFT TO MERGE WITH MN-5 E. TAKE MN-5 E. I-494 E AND US-10 E/US-41 S TO 8TH ST S IN COTTAGE GROVE. EXIT FROM US-10 E/US-41 S. MERGE WITH MN-5 E. USE THE RIGHT LANE TO TAKE THE MN-5 E/US-41 S EXIT TOWARD MINNEAPOLIS FT. SNELLING/HASTINGS. SLIGHT RIGHT TO MERGE WITH MN-5 E/US-41 S/US-41 S E TOWARD MINNEAPOLIS. KEEP LEFT TO CONTINUE ON MN-5 E. FOLLOW SIGNS FOR MN-13 N/US-119. SLIGHT LEFT TO MERGE WITH I-494 E. TAKE EXIT 630 TO MERGE WITH US-10 E/US-41 S TOWARD HASTINGS. TAKE THE EXIT TOWARD 8TH ST S. TURN LEFT ONTO 8TH ST S. TURN RIGHT ONTO MINNEAPOLIS AVE S. TURN LEFT ONTO 81ST ST S. TURN LEFT. TURN LEFT.

11'X17' PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME



TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN MINNESOTA, CALL ONE CALL 811 OR 650-302-1100
MINNESOTA STATUTE REQUIRES MIN OF 48 HOURS NOTICE BEFORE EXCAVATE.

DRAWING INDEX

SHT NO.	DESCRIPTION
T-1	TITLE SHEET
N-1	GENERAL NOTES
N-2	GENERAL NOTES
A-1	ENLARGED SITE PLAN
A-2	EQUIPMENT PLANS
A-3	ANTENNA PLANS
A-4	ANTENNA SCHEDULES
A-5	ELEVATIONS
A-6	DETAILS
A-7	DETAILS
A-8	DETAILS
A-9	DETAILS
A-10	DETAILS
G-1	GROUNDING DETAILS

PROJECT TEAM

CLIENT REPRESENTATIVE METRO COMMUNICATIONS GROUP 1301 3RD STREET, SUITE 100 ST. PAUL, MN 55101 CONTACT: RYAN L. LEWIS PHONE: 651-425-1300	TOWER OWNER CITY OF COTTAGE GROVE CONTACT: RICK ALY 200 VICTORIA CENTER DR. ST. PAUL, MN 55110 PHONE: 651-425-1300
PROJECT OWNER AT&T MOBILITY 7000 ACRES AVE S BLUMENFELD, MN 55001	THIRD PARTY POC INFO S.M. CONTACT: ROBB JOHNSON TELECOM MANAGER 200 VICTORIA CENTER DR. ST. PAUL, MN 55110 EMAIL: rjohnson@cityofcottagegrove.com DIRECT: 651-425-1300 S.M. SITE: 8492 81ST STREET SOUTH (PROJECT SITE)
PROFESSIONAL OF RECORD MORRISON HERSHPFIELD STANTEC 9400 89th LANE, SUITE 200 PORTLAND, OR 97208 CONTACT: LANCE COOK PHONE: (503) 427-0100 EMAIL: lance.cook@mhst.com	SITE ACQUISITION BASHLINS CONTACT: ANDREW SPICER EMAIL: andrew.spicer@bashlins.com
CONSTRUCTION Name: Owner: Christopher Heston Email: Christopher.Heston@att.com	

CODE COMPLIANCE

- 2020 MINNESOTA STATE BUILDING CODE (2018 IRC amended)
- MINNESOTA ELECTRICAL CODE 2023 (NFP 70, 2023 not amended)
- 2020 MINNESOTA MECHANICAL CODE (MCC 2018 amended)
- 2020 MINNESOTA PLUMBING CODE (UPC 2018 amended)

APPROVALS

AT&T RF ENGINEER:	DATE:
AT&T CONSTRUCTION:	DATE:
AT&T SAM:	DATE:
LANDLORD:	DATE:
LANDLORD:	DATE:

I hereby certify that this plan, specification, or report prepared by me or under my direct supervision is a duly Licensed Professional Engineer under the state of Minnesota.

Signature: _____ Printed Name: G. Lane
Date: 08/29/24 Exp. Date: 12/31/25

1 08/29/24 RICHARD GOS

0 07/25/24 PAUL GOS

A 06/08/24 PHILIPPO GOS

No. Date Action

Plans Prepared For:

MasTec Communications Grc

1101 3RD STREET, SUITE 100
ST. PAUL, MN 55101

Applicant:

AT&T

7000 ACRES AVE S
BLUMENFELD, MN 55001

Plans Prepared By:

MH

MORRISON HERSHPFIELD STANTEC

Stantec

1400 14TH AVE S, SUITE 200
PORTLAND, OR 97208

Project:

MNL03508
JAMAICA AVE

FA: 10114777

8492 81ST STREET SOUTH
COTTAGE GROVE, MN 55016
WASHINGTON COUNTY

Drawing Title:

TITLE SHEET

Project No.: 240181770/445-797

Revision: _____ Date: 08/29/24

Drawn By: _____ Checked By: _____

PD: _____ Client Approval: _____

Sheet No.: _____ Drawing No.: _____

1 T-1

GENERAL CONSTRUCTION NOTES

- FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR/CM - MASTEC COMMUNICATIONS GROUP
SUB-CONTRACTOR - PER TRADE
OWNER - AT&T WIRELESS
- ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AT&T PROJECT SPECIFICATIONS.
- GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL SUBMIT ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
- ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
- GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
- ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
- SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
- WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTORS EXPENSE TO THE SATISFACTION OF THE OWNER.
- THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.

- GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
- THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
- THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OT 2-A-10-B-C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
- ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PITS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
- ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
- THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
- CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
- NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING, FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 85 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 90 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
- ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
- ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
- CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
- CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
- THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
- OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.
- NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
- ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISION AT&T MOBILITY GROUNDING STANDARD "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES" AND "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
- CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.

- CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
- INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
- NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.

ANTENNA MOUNTING

- DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A153 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
- DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
- ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
- ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNAS PERFORM AS DESIGNED.
- PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNWITS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN $\pm 5^\circ$ AS DEFINED BY THE RFDS. ANTENNA DOWNWITS SHALL BE WITHIN $\pm 0.5^\circ$ AS DEFINED BY THE RFDS. REFER TO NO-00248.
- JUMPERS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATIONS IN EACH SECTOR.
- CONTRACTOR SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO AT&T.
- TMA'S SHALL BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.

TORQUE REQUIREMENTS

- ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
- ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.

DO NOT SCALE DRAWINGS. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST REVISION AT&T MOBILITY GROUNDING STANDARD "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES" AND "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.

I hereby certify that this plan, specification, or is prepared by me or under my direct supervision and is a duly Licensed Professional Engineer under the state of Missouri.
Engineer: _____, Printed Name: G. Lane
Date: _____, Exp. Date: 12/31/11

No.	Date	Action
1	02/13/11	DESIGN CDS
0	07/25/11	FINAL CDS
A	05/08/11	PROGRESS CDS

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GENERAL NOTES

Project No:	240111700/AMR-767
Design:	05/08/11
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Check:	05/08/11
Rev:	05/08/11
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Drawing No.:	05/08/11

FIBER & POWER CABLE MOUNTING

53. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLT CABLES AND THE INTER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.
54. THE TYPE TO-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION: WHERE TYPE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES. A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLES 336 AND 382 RULES SHALL APPLY.
55. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.

50-51 RESERVED FOR ADDITIONAL NOTES.

COAXIAL CABLE NOTES

52. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
53. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
54. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION.
55. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".
56. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.
57. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
58. CONTRACTOR SHALL GROUND ALL EQUIPMENT, INCLUDING ANTENNAS, RET MOTORS, TMA'S, COAX CABLES, AND RET CONTROL CABLES AS A COMPLETE SYSTEM. GROUNDING SHALL BE EXECUTED BY QUALIFIED WIREMEN IN COMPLIANCE WITH MANUFACTURER'S SPECIFICATION AND RECOMMENDATION.
59. CONTRACTOR SHALL PROVIDE STRAIN-RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES, COAX CABLES, AND RET CONTROL CABLES. CABLE STRAIN-RELIEFS AND CABLE SUPPORTS SHALL BE APPROVED FOR THE PURPOSE. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
70. CONTRACTOR TO VERIFY THAT EXISTING COAX HANGERS ARE STACKABLE SNAP IN HANGERS. IF EXISTING HANGERS ARE NOT STACKABLE SNAP IN HANGERS THE CONTRACTOR SHALL REPLACE EXISTING HANGERS WITH NEW SNAP IN HANGERS IF APPLICABLE.

GENERAL CABLE AND EQUIPMENT NOTES

71. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMA'S, DPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
72. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.
73. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
74. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF TAPE WIDTH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUBBLING. BUTYL BLEEDING IS NOT ALLOWED.

75. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:

- A. TEMPERATURE SHALL BE ABOVE 50° F.
- B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.
- C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED.
- D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.

76. ALL CABLES SHALL BE GROUNDING WITH COAXIAL CABLE GROUND KITS. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.

- A. GROUNDING AT THE ANTENNA LEVEL.
- B. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0", ADDITIONAL CABLE GROUNDING REQUIRED.
- C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
- D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
- E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.

77. ALL PROPOSED GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.

DO NOT SCALE EXISTING STRUCTURES FOR LOADS. EXISTING STRUCTURES SHALL BE VERIFIED TO BE CAPABLE OF SUPPORTING THE ANTENNAS AND COAXIAL CABLES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

I hereby certify that the plan, specification, or report prepared by me or under my direct supervision is a true and correct representation of the work shown.

Signature: _____ Printed Name: G. Lee
Date: 05/13/24 Reg. No.: 47111

1	05/13/24	DESIGN CDS
D	07/25/24	FINAL CDS
A	05/15/24	PRELIMINARY CDS
No.	Date	Action

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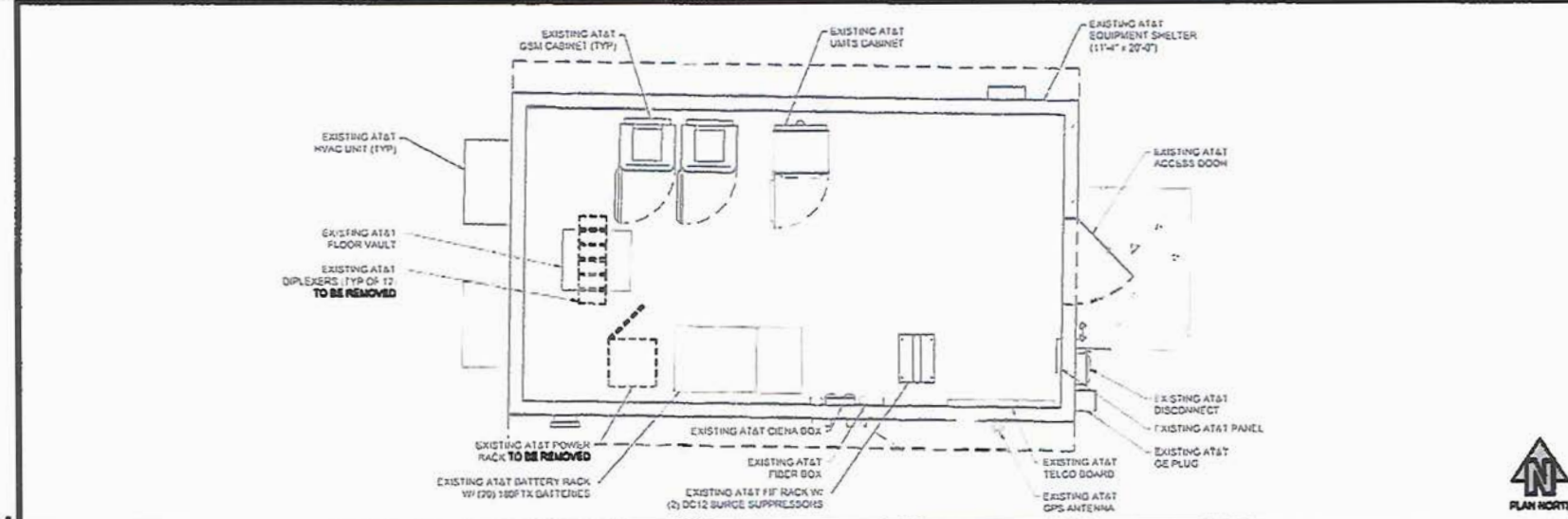
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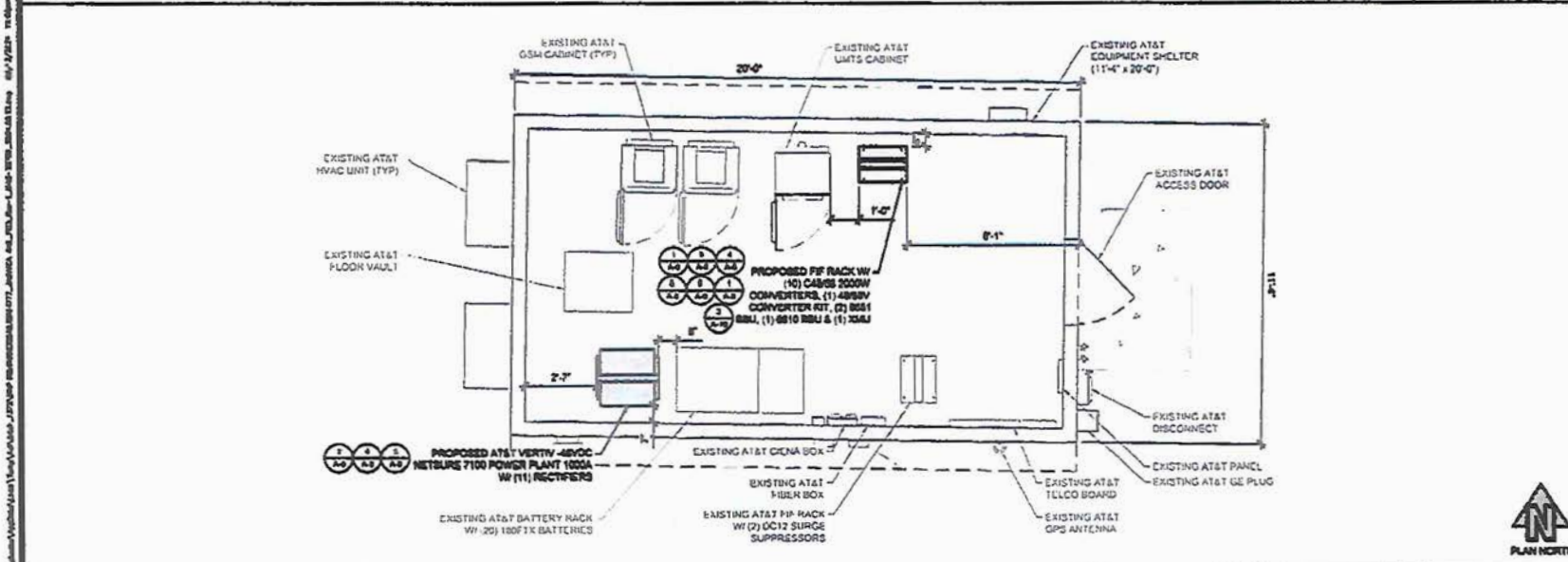
GENERAL NOTES

Project No:	240121700/008-787
Design:	RS
Drawn By:	MS
Check:	ELC
Scale:	1"=10'
Date:	05/08/24
Checked By:	
Client Approval:	
Sheet No.:	1
Drawing No.:	N-2



EXISTING EQUIPMENT PLAN

0' 1' 2' SCALE: 1/8\"/>



PROPOSED EQUIPMENT PLAN

0' 1' 2' SCALE: 1/8\"/>

WE HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF. WE FURTHER CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS NOT A REPRODUCTION OF ANY INFORMATION CONTAINED IN ANY OTHER DOCUMENT. WE FURTHER CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS NOT A REPRODUCTION OF ANY INFORMATION CONTAINED IN ANY OTHER DOCUMENT.

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 Maryland.
 Signature: [Signature] Printed Name: D. Lee
 Title: [Title] Reg. No. 12111

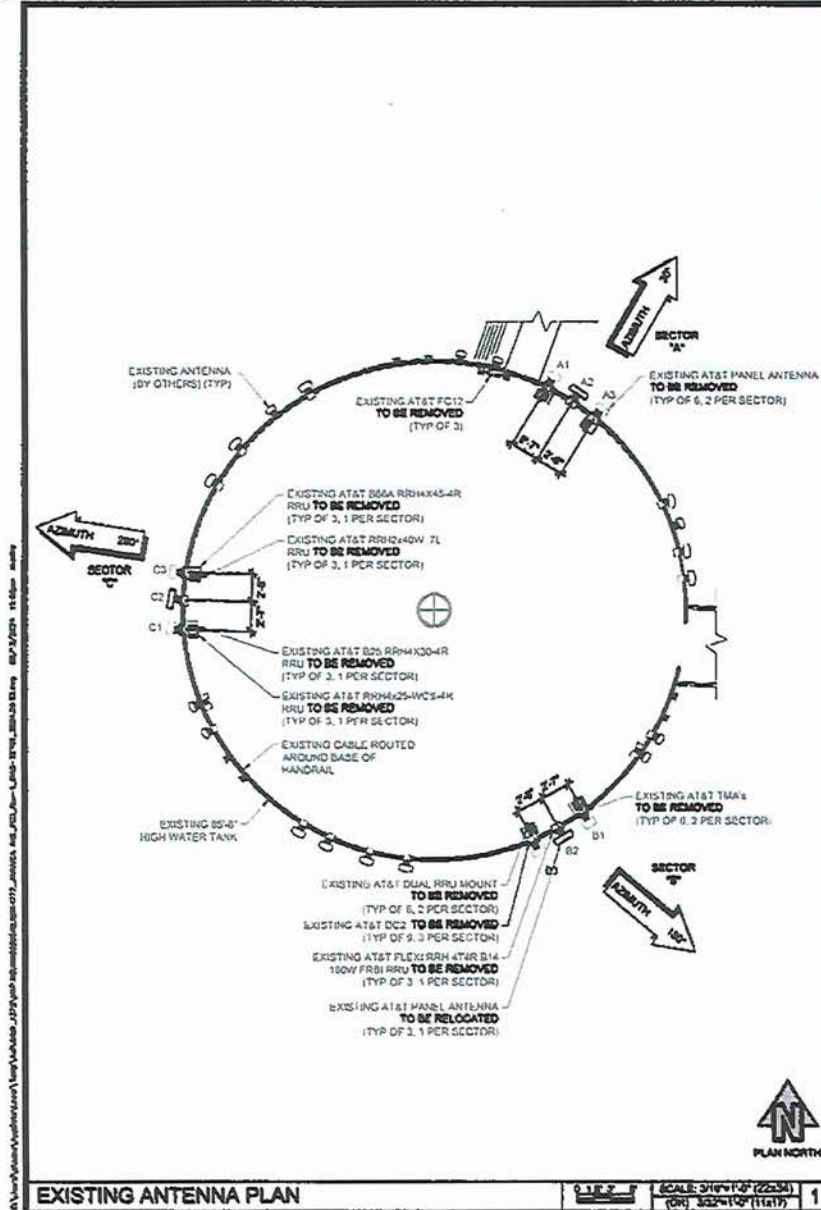
1	06/19/24	DESIGN	CS
0	07/22/24	FINAL	CS
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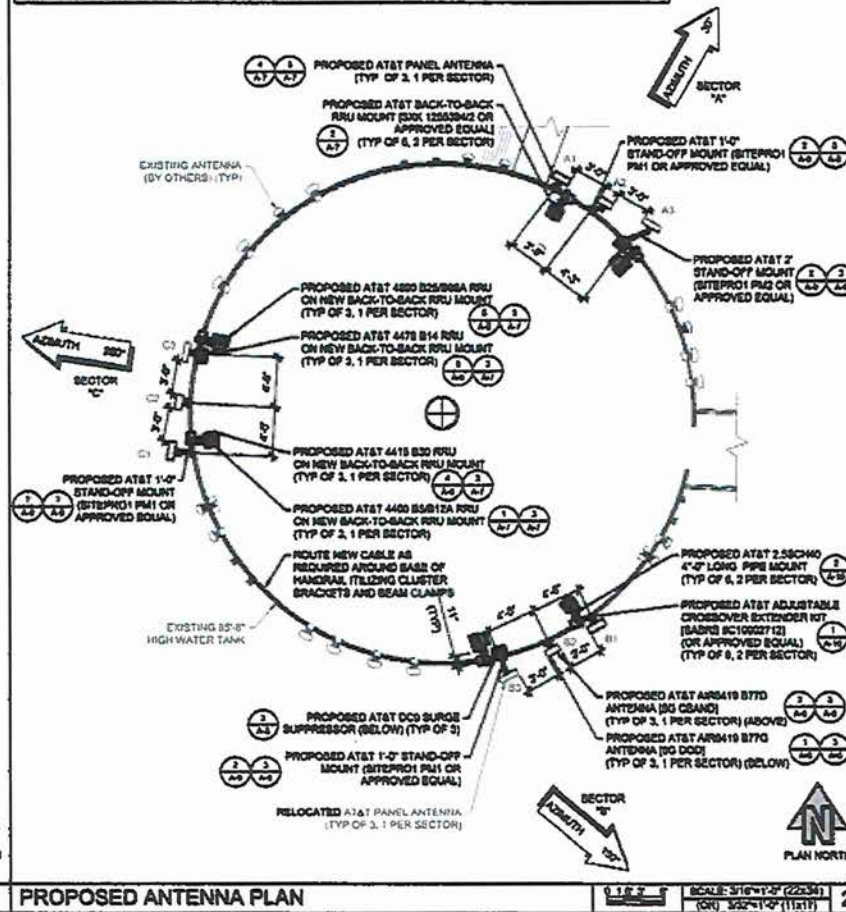
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Drawing Title:
EQUIPMENT PLAN

Project No.	240131700/ANS-787
Designer:	NS
Drawn By:	CS
Check By:	CS
Scale:	AS SHOWN
Sheet No.	1
Drawing No.	A-2



- NOTES:**
- PROPOSED ANTENNAS, RRU AND DISTRIBUTION BOX COVERS, MOUNTING PIPES, AND STANDOFF MOUNTS INSTALLED ON THE EXTERIOR OF THE WATER TOWER SHALL BE SHOP PAINTED TO MATCH THE COLOR OF THE WATER TOWER (VERIFY AND REFER TO SEH COATING GUIDELINES).
 - PROPOSED EXTERIOR MOUNTING PIPES ARE TO HAVE WELDED END CAPS. INTERIOR MOUNTING PIPES ARE TO BE CAPPED AT BOTH ENDS WITH RUBBER CAPS.
 - ALL ATTACHMENTS TO PAINTED SURFACES ARE TO INCLUDE THE PLACEMENT OF NEOPRENE STRIPS BETWEEN HARDWARE AND POINTS OF CONTACT TO REDUCE/ELIMINATE DAMAGE TO THE PAINTED SURFACE. METAL SHIMS ARE REQUIRED IN SITUATIONS WHERE TIGHTENING A CLAMP MAY CAUSE THE NEOPRENE TO TEAR CAUSING METAL TO METAL CONTACT. WHERE POSSIBLE EXPOSED NEOPRENE SHOULD BE WRAPPED WITH WHITE TAPE.
 - FASTENING SEQUENCE SHOULD INCLUDE NYLON WASHERS BETWEEN THE PAINTED SURFACE AND THE GALVANIZED WASHER.
 - ALL EXISTING AND PROPOSED CABLE PENETRATION SLEEVES MUST USE AN INDUSTRY STANDARD WEATHERPROOF BOOT AND CUSHION ASSEMBLY (SPRAY FOAM IS NOT ACCEPTABLE).
 - ALL EXPOSED JUMPERS AND CABLES ARE TO BE PROVIDED WITH MANUFACTURED WHITE JACKETING OR TAPED WHITE.
 - ALL PENETRATIONS NO LONGER USED MUST BE REMOVED AND THE WATER TOWER RESTORED TO ITS PRE-INSTALLATION STATE. REPAIRS AND PAINTING WILL NEED TO BE DONE PER SEH COATING SYSTEMS FOR TELECOMMUNICATIONS EQUIPMENT.
 - ALL MOUNTING HARDWARE IS TO BE GALVANIZED ANCHOR PROVIDED IN A NON-CORRODING MATERIAL.
 - ALL ABANDONED ANTENNAS, COAXIAL CABLE AND DETACHABLE EQUIPMENT THAT IS NO LONGER USED ARE TO BE REMOVED.
 - ALL EQUIPMENT IS TO BE IDENTIFIED BY THE TENANT.



NO PART SHALL BE LOANED, REPRODUCED, COPIED, OR IN ANY MANNER BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER. ANY REPRODUCTION OF THIS PLAN WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER IS PROHIBITED. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGE OR LOSS OF EQUIPMENT OR DATA RESULTING FROM THE USE OF THIS PLAN.

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

Signature: *[Signature]* Printed Name: G. Lee
Firm: *[Firm]* Reg. No. 47811

1	02/13/24	REVISED CDS
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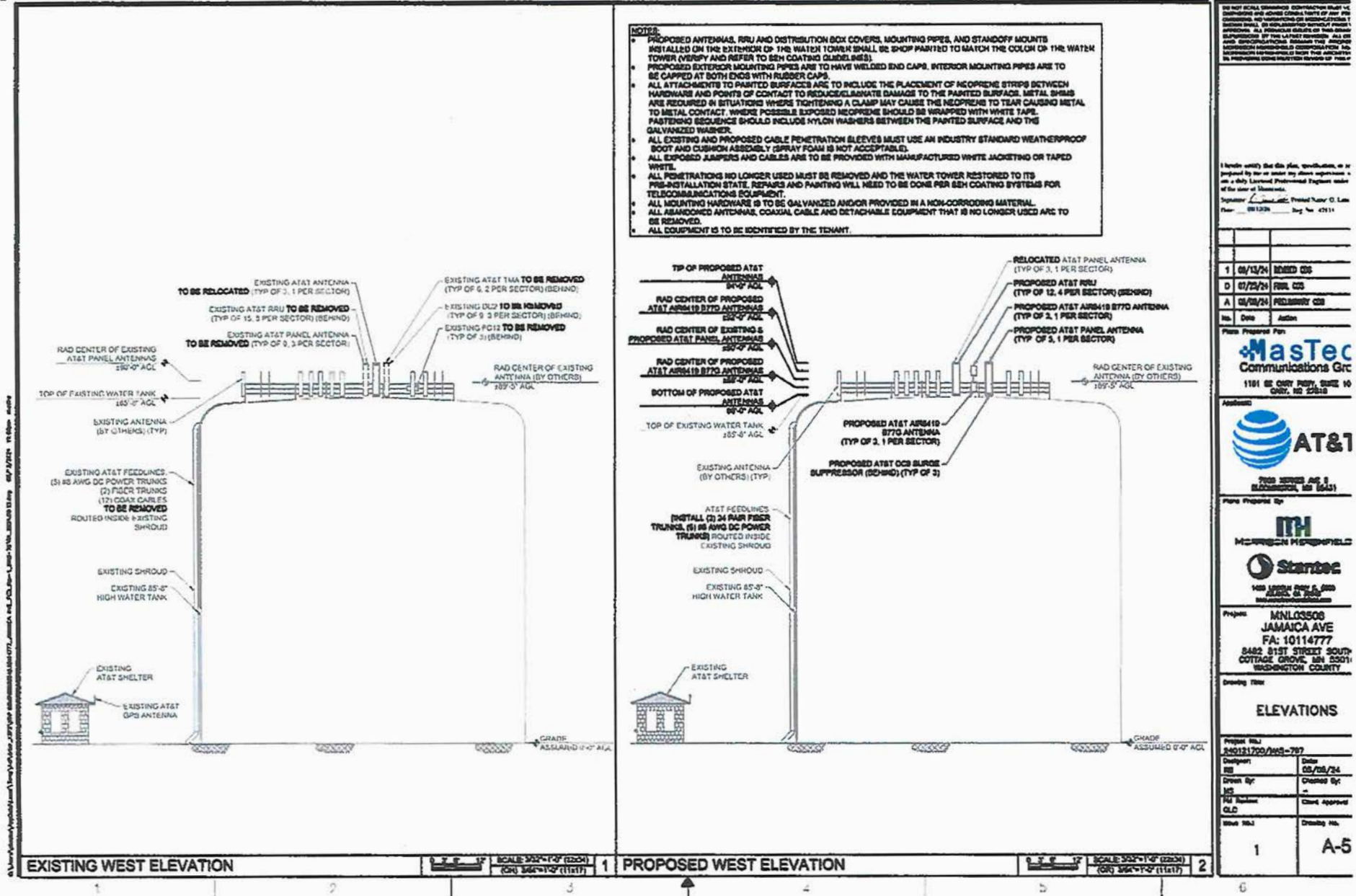
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Drawing Title:

ANTENNA PLANS

Project No.	840181700/MS-787	Date	05/08/24
Designer	IS	Drawn By	MS
Checker	IS	Checked By	MS
File Name	CLC	Client Approval	
Sheet No.	1	Drawing No.	A-3



NO NEW ORAL CHANGES TO THIS PLAN. ANY CHANGES TO THIS PLAN MUST BE MADE IN WRITING BY THE DESIGNER. ANY CHANGES TO THIS PLAN MUST BE MADE IN WRITING BY THE DESIGNER. ANY CHANGES TO THIS PLAN MUST BE MADE IN WRITING BY THE DESIGNER.

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 Maryland.

Signature: [Signature] Printed Name: G. L. Lee
 License No. 1011336 Exp. Date 4/21/11

No.	Date	Action
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D	07/24/24	FOR CDS
A	08/08/24	FOR CDS

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Project No.:

240121720/HWS-787

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1/2 Scale:

Client Approval:

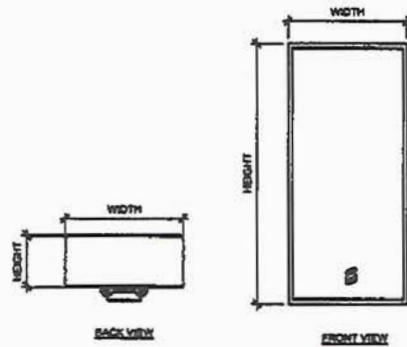
GLD

Issue No.:

Drawing No.:

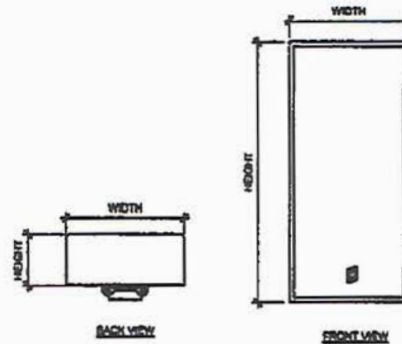
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A-5

**ERICSSON AIR6419 B77G**

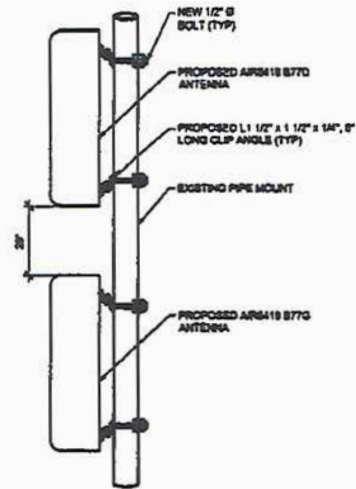
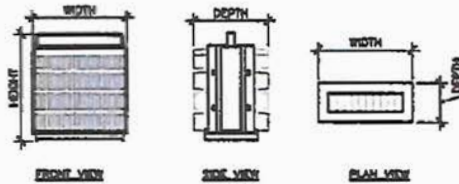
SIZE AND WEIGHT TABLE

HEIGHT	WIDTH	DEPTH	WEIGHT
25.3"	18.1"	7.5"	65.1 LBS

**ERICSSON AIR6419 B77D**

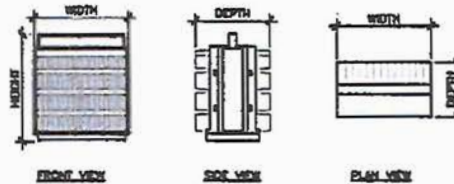
SIZE AND WEIGHT TABLE

HEIGHT	WIDTH	DEPTH	WEIGHT
29.52"	18.10"	7.5"	69.3 LBS

**ERICSSON AIR6419 B77G & AIR6419 B77D****ANTENNA SPECIFICATIONS**SCALE
N.T.S.**ANTENNA SPECIFICATIONS**SCALE
N.T.S.**ANTENNA MOUNTING DETAIL**SCALE
N.T.S.**ERICSSON 4415 (B30)**

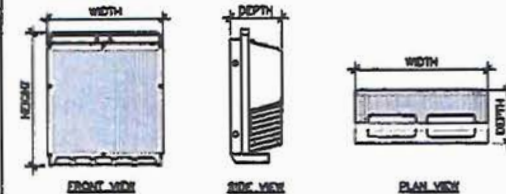
SIZE AND WEIGHT TABLE

WIDTH	DEPTH	HEIGHT W/O CABLE MANAGEMENT COVER	WEIGHT W/O BRACKET
13.4"	3.9"	15.5"	47.4 LBS

**ERICSSON 4478 (B14)**

SIZE AND WEIGHT TABLE

WIDTH	DEPTH	HEIGHT W/O CABLE MANAGEMENT COVER	WEIGHT W/O BRACKET
13.40"	3.20"	15.1"	49.40 LBS

**ERICSSON 4890 (B25/B66A)**

SIZE AND WEIGHT TABLE

WIDTH	DEPTH	HEIGHT W/O CABLE MANAGEMENT COVER	WEIGHT W/O BRACKET
15.57"	7.05"	25.85"	67.2 LBS

RRU SPECIFICATIONSSCALE
N.T.S.**RRU SPECIFICATIONS**SCALE
N.T.S.**RRU SPECIFICATIONS**SCALE
N.T.S.

DO NOT SCALE DRAWINGS. DIMENSIONS SHOWN ON THIS DRAWING ARE BASED ON THE LATEST REVISION OF THE PROJECT. ALL DIMENSIONS ARE IN INCHES. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE PROJECT. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE PROJECT. ALL DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE PROJECT.

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

Signature: _____ Printed Name: O. Lee
Title: _____ Reg. No. 41811

No.	Date	Action
1	05/13/24	ISSUED FOR CONSTRUCTION
0	07/25/24	REV. 003
A	08/08/24	REDESIGN FOR CONSTRUCTION

Plans Prepared For:

MasTec
Communications Inc
1101 SE 6th Ave, Suite 10
Coral Gables, FL 33134

Approved:

7000 N. 11th Ave. S.
Bloomington, IL 61801

Plans Prepared By:

MWH ENGINEERING

1400 W. 10th Ave. S.
Bloomington, IL 61801

Project: MNLD5808
JAMAICA AVE
FA: 10114777
8462 81ST STREET SOUTH
COTTAGE GROVE, MN 55011
WASHINGTON COUNTY

Drawing Title:

DETAILS

Project No.: 240121220/240-767

Design	Date
JB	05/08/24
Drawn By	Checked By
JB	
Per Reviewer	Client Approval
CLC	
Issue No.	Drawing No.
1	A-6

MANUFACTURE: ERICSSON
MODEL: 6610 UNIT
DIMENSIONS: 1.79" x 11.1" x 1.2" (UNIT ONLY)
WEIGHT: 2.7 LBS (UNIT ONLY)

**EMERSON 2KW HE -48V RECTIFIER:**

MANUFACTURE: EMERSON

SPECIFICATIONS:

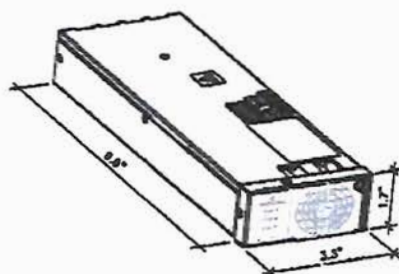
DIMENSION: 1.74" x 3.7" x 8.9" D
WEIGHT: 2.48 LBS. (1.12 KG.)

DC INPUT

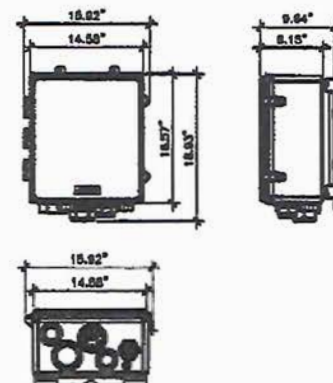
DC INPUT VOLTAGE, NOMINAL: 208/240 VOLTS
INPUT VOLTAGE, PERMITTED VARIATION: 175 VDC
MAXIMUM INPUT CURRENT: 11.73A

DC OUTPUT

OUTPUT VOLTAGE: -48 VDC
OUTPUT VOLTAGE, PERMITTED VARIATION: -42 TO -58 VDC
OUTPUT POWER: 2000 W @ -48 VDC
OUTPUT CURRENT: 41.7 A

**RAYCAP DC9-48-60-24-PC16-EV:**

DIMENSIONS, LWH: 16.34" x 16.57" x 1.19"
NOMINAL OPERATING VOLTAGE: 48 VDC
OPERATING DISCHARGE CURRENT: 60 A @ 20hrs
MAX DISCHARGE CURRENT: 100 A @ 20hrs
VOLTAGE PROTECTION LEVEL: 143 V
RUL PER IEC 61453-11: 330V
TOTAL WEIGHT: 34.9 kg | 16.65 lbs

**XMU DETAIL**

SCALE: 1/8" = 1"

RECTIFIER SPECIFICATIONS

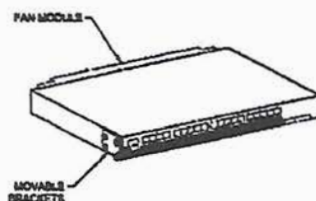
SCALE: 1/8" = 1"

DC9 SPECIFICATIONS

SCALE: 1/8" = 1"

ERICSSON BASEBAND 6610:

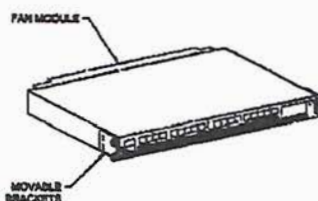
DIMENSIONS, LWH: 19" x 13.75" x 1.79"
NOMINAL OPERATING VOLTAGE: -48 VDC
OPERATING VOLTAGE RANGE: -40 TO -58 VDC
OPERATING TEMPERATURE: 0 TO +55°C
TOTAL WEIGHT: 4.10 KG



NOTE:
CONSTRUCTION TO REFER TO AT&T UPGRADE KIT GUIDELINES WHEN
INSTALLING THE RBS 6610 IN THE PURCELL CABINET

ERICSSON BASEBAND 6651:

DIMENSIONS, LWH: 19" x 13.75" x 1.79"
NOMINAL OPERATING VOLTAGE: -48 VDC
OPERATING VOLTAGE RANGE: -38 TO -58 VDC
OPERATING TEMPERATURE: 0 TO +55°C
TOTAL WEIGHT: 6.5 kg | 14.3 lbs
BREAKER SIZE: 20A



NOTE:
CONSTRUCTION TO REFER TO AT&T UPGRADE KIT GUIDELINES WHEN
INSTALLING THE RBS 6651 IN THE PURCELL CABINET

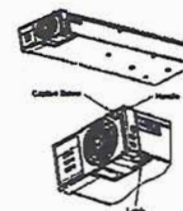
VERTIV eSure™ C48/58-2000 CONVERTER:

SPECIFICATIONS:
DIMENSIONS, LWH: 1.69" x 13.33" x 10.2"
WEIGHT: 1.12 kg | 2.49 lbs

DC INPUT
VOLTAGE RANGE: -41 VDC to -58.5 VDC
MAXIMUM CURRENT: 53 A

DC OUTPUT
VOLTAGE: -37 VDC
MAXIMUM POWER: 2000 W
PEAK EFFICIENCY: 92.2%

OPERATING TEMPERATURE: -40°C TO +50°C / -40°F TO +118°F
STORAGE: -40°C TO +70°F / -40°F TO +158°F
RELATIVE HUMIDITY: 0 TO 90%
ALTITUDE: THE MAXIMUM OPERATING AMBIENT TEMPERATURE
SHOULD BE DERATED BY 2°C PER 1000 FEET AT AN
ELEVATION OF 6,000 FEET.

**BASEBAND 6610 SPECIFICATIONS**

SCALE: 1/8" = 1"

BASEBAND 6651 SPECIFICATIONS

SCALE: 1/8" = 1"

CONVERTER SPECIFICATIONS

SCALE: 1/8" = 1"

WE HEREBY CERTIFY THAT THE SPECIFICATIONS, OR AS
MODIFIED BY ANY CHANGES, OF THE ABOVE
EQUIPMENT, TO THE BEST OF OUR KNOWLEDGE,
CONFORM TO THE REQUIREMENTS OF THE
SPECIFICATIONS OF THE A.T. & T. COMPANY.
ALL INFORMATION CONTAINED HEREIN IS
UNCLASSIFIED EXCEPT WHERE SHOWN
OTHERWISE.

I hereby verify that the spec. specifications, or as
modified by any changes, of the above
equipment, to the best of our knowledge,
conform to the requirements of the
specifications of the A.T. & T. Company.
All information contained herein is
unclassified except where shown
otherwise.

1 05/12/24 REWED G2
D 05/12/24 REW G2
A 05/12/24 REW G2
No. Date Action

Plans Prepared For:

MasTec
Communications Grc
1101 SE GARY AVE, SUITE 10
DAVIE, FL 33317

Approved:

AT&T
1900 SHERMAN AVE S
BIRMINGHAM, AL 35201

Plans Prepared For:

MTI
McGraw-Hill

Stantec
1400 W. 10TH AVE, SUITE 100
DENVER, CO 80202

Project: MNL03808
JAMAICA AVE
FA: 10114777
8402 S 1ST STREET SOUTH
COTTAGE GROVE, IN 46001
WASHINGTON COUNTY

Drawing Title:

DETAILS

Project No.: 240111700/ANQ-267

Design: 05/08/24

Drawn By: Checked By:

Rev: Client Approval:

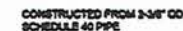
Scale: 1/8" = 1"

Sheet No.: 1

Drawing No.: A-8



ANTENNA PER PLAN
(MOUNTING BRACKET
BY ANTENNA MFR)



SCALE	
DATE	

EXPLICATIONS

SYSTEM:
RECTIFIER/CONVERTER SHELF
RECTIFIER
CONVERTER
DISTRIBUTION PANEL
OPERATING TEMPERATURE:
SAFETY COMPLIANCE:

64" H x 25.94" x 18" D
522 LBS
-54.5 VDC (RECTIFIER OUTPUT)
+24.0 VDC (CONVERTER OUTPUT)
1000 AMPS AT -48VDC, 300A AT 34VDC
250 AMPS AT -48VDC, 187.5 AMPS AT -24VDC
2000 WATTS (41.7 AMPS MAXIMUM)
1000 WATTS (52.5 AMPS MAXIMUM)
600 AMPS AT -48VDC, 900 AMPS AT -24VDC
UL LISTED TO 104°F (-40°C TO +40°C) CONTINUOUS OPERATION;
UL LISTED TO 1801 d.c. MEETS LEVEL 3 CERTIFIED



*NOTE PER ICC EBR-1917 TABLE 1A INSTALLATION TORQUE



SCALE
1:10

DETAILS

Project No. 200131300/AMS-707

Design	Code
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2	03/03/24
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Drawn By:	Checked By:
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25	ONE APPROX
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Model No.	Ordering No.
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11

1 A-9

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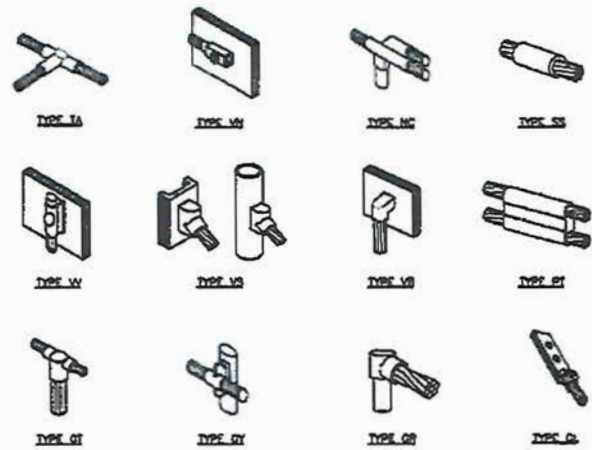
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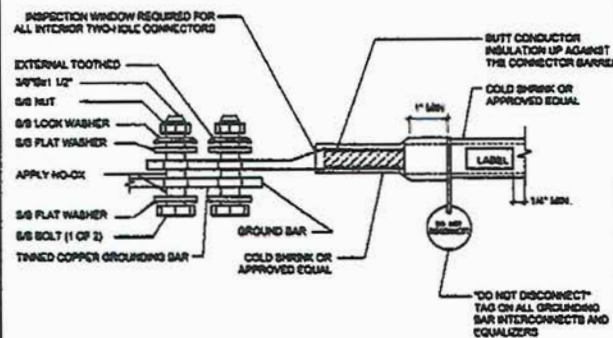
SCALE
NTS

SCALE	3
PAY	

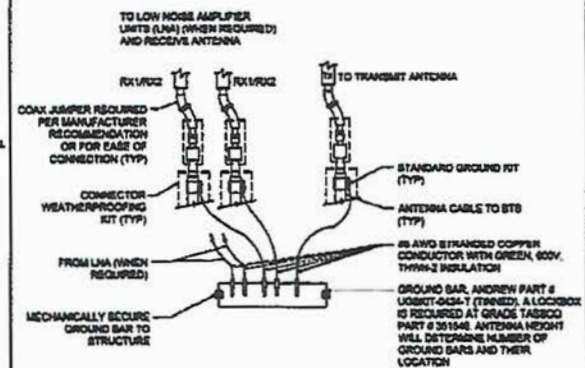




SOLE	1	CADWELD DETAILS
N.T.		



EXTERIOR TWO HOLE LUG DETAIL



ANTENNA GROUND BAR DETAIL

DO NOT SCALE SPANNERS CONTRACTOR SAYS: VC CONTRACTING AND POWER DOUBTS TOWERS OF AMT. THE CONTRACTOR, NO VARIATIONS OR MODIFICATIONS. I DON'T KNOW, AS INDUSTRY WITHOUT PROPER APPROVAL, ALL INDIVIDUALS OF THIS BRANCH SUPPORTED BY THE LATEST CONSTRUCTION. ALL THE INFORMATION REMAINS THE BRANCH ADVISORY MEMBERSHOLD CORPORATION. NO MEMBERSHIP MEMBERSHIP IS NOT THE ANCHORS IN FURNISHING SOME PUBLIC NON-REVENUE UP THE

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

Signature [Signature] Printed Name O Lamb
Date 10/1/2018 Org No 47811

1	03/12/24	RECEIVED CTS
0	07/25/24	FROM CDS
A	05/08/24	PRELIMINARY CDS
No.	Date	Action

Plans Prepared For



Mastec
Communications Grc

1181 SE CARY PKWY, SUITE 10
CARY, NC 27518

Appendix C



7000 HERNDEN AVE. S.
FLORENCE, AL 36631

Plane Prepared By:



1-800-444-4444

Project **MN103508**
JAMAICA AVE
FA: 10114777
8402 81ST STREET SOUTH
DOTTAGE GROVE, MN 55011
WASHINGTON COUNTY

Creating TRIM

GROUNDING DETAILS

Project No. 1

240121700/1448-767

05/08/24

Drawn By:	Checked By:
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7	7
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9	10
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Male No.	Crowing No.
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1	G-1
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City Council Action Request

7.Y.

Meeting Date	12/18/2024		
Department	Public Safety		
Agenda Category	Action Item		
Title	Donation of Surplus Property - Motorola Radios		
Staff Recommendation	Authorize the donation of surplus property (15 Motorola radios and equipment) to Washington County Communications.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Surplus Property Donation to County 12112024</td></tr></table>	1.	Surplus Property Donation to County 12112024
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To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

From: Peter J Koerner, Director of Public Safety

Date: December 11, 2024

Subject: DONATION OF SURPLUS PROPERTY – MOTOROLA RADIOS

INTRODUCTION

Recently, the Cottage Grove Fire Department purchased 15 new Motorola portable radios as part of the replacement schedule. The new radios have encryption, which is now needed for fire/EMS crews with Washington County Communications.

We no longer have a need for these radios and the extra parts/equipment. Motorola no longer manufactures parts for the old radios. If we were to keep the radios, we would incur the \$400.00 per year fee to have active with Washington County.

When we purchased the new encrypted radios, there was no trade in option. With determining a value for the old radios, it is a challenge. Our current vendor said there is little market for the old radios, and the market of people selling used Motorola radios is saturated. Even if we could sell, there would be additional costs including time selling, shipping, etc. There is little value, and the better option is to donate to Washington County.

The Washington County Communications team has expressed interest in having them for some of the smaller departments in the county that still use these radios. Washington County will store all the radios and equipment. With our few remaining radios we have on hand (due for future replacement), we will have full access to radios and parts if needed, free of charge.

Following the City's disposition of surplus policy, the original price of the items was over \$5,000.00, resulting in the donation being approved by the City Council. The surplus property has little value and no department need. Cities are allowed to donate property to other governmental agencies.

RECOMMENDATION

Authorize the donation of surplus property (15 Motorola radios and equipment) to Washington County Communications.



City Council Action Request

7.Z.

Meeting Date	12/18/2024				
Department	Community Development				
Agenda Category	Action Item				
Title	Electrical Inspection Services - Agreement for Professional Services				
Staff Recommendation	Approve the Agreement for Professional Services with River Heights Inspections, LLC for electrical inspector services.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Electrical Inspection Services Contract CC Memo</td></tr><tr><td>2.</td><td>Electrical Inspection Services Signed Contract</td></tr></table>	1.	Electrical Inspection Services Contract CC Memo	2.	Electrical Inspection Services Signed Contract
1.	Electrical Inspection Services Contract CC Memo				
2.	Electrical Inspection Services Signed Contract				

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

FROM: Andrew McLean, Chief Building Official

DATE: December 3, 2024

RE: Agreement for Professional Services – Electrical Inspection Services

Background

The City of Cottage Grove Building Division has contracted for electrical inspector services with Kletschka Inspections LLC, since 2022. Recently Steve Kletschka with Kletschka Inspections informed City staff that he is moving towards retirement and is cutting back on the number of electrical inspections he conducts and will no longer be providing inspection services for Cottage Grove.

Nathan Haehnel, River Heights Inspections, has expressed interest in taking over as the lead for electrical inspections with Cottage Grove. Mr. Haehnel has been an electrician since 2005. In addition to his master license, he has his own business, River Heights Inspections, LLC.

Nathan Haehnel will conduct all residential and commercial electrical inspections in Cottage Grove with Steve Kletschka serving as the backup when Mr. Haehnel is not available. Billing will be done with River Heights Inspections, who will ensure that Mr. Kletschka is paid for any work conducted in Cottage Grove.

Recommendation

Approval of the Agreement for Professional Services with River Heights Inspections, LLC for electrical inspector services.

Attachment

Electrical Services Agreement

ELECTRICAL INSPECTIONS SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and executed this 18 day of December, 2024, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and River Heights Inspections, LLC, 236 Concord Exchange N. #211, South Saint Paul, Minnesota 55075 ("Contractor").

WHEREAS, the City has accepted the proposal of the Contractor for certain services; and

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

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

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in Exhibit A.
- b. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in Exhibit A, subject to Section 7 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Contractor agrees to receive and accept payment for the Services as set forth in Exhibit A.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
- d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.

3. TERM. This Agreement shall be effective as of the date written in the initial paragraph of this Agreement and shall continue until terminated pursuant to Section 4 herein.

4. TERMINATION AND REMEDIES.

a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.

b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

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

i. Withhold payments due to the Contractor until such time as the exact amount of damages due to the City is determined.

ii. Perform the Services, in which case, the Contractor shall within thirty (30) days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

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

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

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

6. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.

7. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
8. CITY'S REPRESENTATIVE. The City has designated its Chief Building Official to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Contractor has designated Nathan Haehnel to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace the designated staff without the approval of the City.
10. INDEMNIFICATION.
 - a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
 - b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.
11. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:
 - a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended.
 - b. Workers' Compensation Insurance in accordance with statutory requirements.

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

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

- 12. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City prior to the termination of this Agreement. Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

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

If to City: City of Cottage Grove
 12800 Ravine Parkway
 Cottage Grove, MN 55016
 Attention: Andrew McLean

Or emailed: AMcLean@cottagegrovemn.gov

If to Contractor: River Heights Inspections, LLC
 236 Concord Exchange N #211
 South Saint Paul, MN 55075
 Attention: Nathan A. Haehnel

Or emailed: riverheightsinspections@gmail.com

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

- 15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.

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

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

RIVER HEIGHTS INSPECTIONS, LLC ("CONTRACTOR")



By: Nathan A. Haehnel

Its: Owner

Date: 12-9-24

EXHIBIT A

I. SCOPE OF SERVICES

1. Perform electrical inspections assigned by the City for compliance with the current version of the State Electrical Code and related laws, rules, and city ordinances.
2. Perform inspections on the day requested, except as approved by the City.
3. Be available by telephone during established hours, as determined by the City, to receive calls related to code requirements, inspection procedures, and other electrical inspection matters. It is understood that the normal hours are generally from 8:00 a.m. to 4:30 p.m.
4. Report to the City Inspections Division to pick up inspection requests, report on completed inspections, and be available to City staff.
5. Be available on a limited basis to meet customers at scheduled appointed times and locations.
6. Be available for inspections, consultation, meetings, and other inspection related duties that may not be associated with an electrical permit.
7. Write correction notices and perform follow-up inspections as needed to obtain compliance.
8. Follow inspection procedures and processes established by the City.
9. Maintain computer capability to access the City inspection system via the internet. Input inspection results in the City inspection database via internet connection from an off-site terminal. The City may choose to record inspection results in house in lieu of this requirement.
10. Provide a City-approved back-up plan that indicates how inspections will be performed during high volume periods, sick days, vacation times, etc.

II. PAYMENT

The Contractor will receive seventy-eight percent (78%) of the electrical permit fee. Payment will be made on a monthly basis for completed permits. Upon termination of the Agreement, the amount due the Contractor will be prorated based upon the percentage of inspections completed. The Contractor will be responsible for the Contractor's costs, transportation, telephone, and other related costs necessary to complete the inspections. Prior to the processing of any and all payments to the Contractor pursuant to the Agreement, compliance with the City Finance Department regulations on the completion and filing of W-9 forms and other IRS and Minnesota Department of Revenue taxing forms is required.

III. REQUIRED LICENSE

The Contractor will ensure that all inspections performed under the Agreement are performed by a master electrician who is licensed by the State of Minnesota and whose license must be in force at all times relevant to the Agreement.



City Council Action Request

7.AA.

Meeting Date	12/18/2024						
Department	Public Works						
Agenda Category	Action Item						
Title	2026 Pavement Management – Authorization of Feasibility Report						
Staff Recommendation	Adopt Resolution 2024-189 authorizing the preparation of a feasibility report for the 2026 Pavement Management Project for roadways in the residential area west of Jamaica Avenue between Hillside Trail and 90th Street, within the Thompson Grove Estates 11th Addition, Woodridge Park Addition, Pinetree Pond Townhouses, and Cottage Grove Commercial Addition neighborhoods.						
Budget Implication	N/A						
Attachments	<table><tr><td>1.</td><td>2026 Pavement Mgmt CC Memo</td></tr><tr><td>2.</td><td>2026 Pavement Mgmt Map</td></tr><tr><td>3.</td><td>2026 Pavement Mgmt Resolution</td></tr></table>	1.	2026 Pavement Mgmt CC Memo	2.	2026 Pavement Mgmt Map	3.	2026 Pavement Mgmt Resolution
1.	2026 Pavement Mgmt CC Memo						
2.	2026 Pavement Mgmt Map						
3.	2026 Pavement Mgmt Resolution						



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

From: Crystal Raleigh, PE, Assistant City Engineer

Date: December 11, 2024

Re: 2026 Pavement Management – Authorization of Feasibility Report

Background

The next scheduled Pavement Management Area as outlined in the Capital Improvement Plan includes streets in the residential area west of Jamaica Avenue between Hillside Trail and 90th Street. These road sections are deteriorating, and options should be reviewed to complete a pavement rehabilitation project.

- **Woodridge Park Addition:** Streets include Hillside Trail South between Isle Avenue South and Jamaica Avenue South, 88th Street South cul-de-sac, Isle Avenue South cul-de-sac, 88th Street South between Isle Avenue South and Hillside Trail South
- **Thompson Grove Estates 11th Addition:** Isle Avenue South between Hillside Trail South and 88th Street South, 88th Street South between Inwood Avenue South and Isle Avenue South, Ironwood Avenue South between Inwood Avenue South and 88th Street South, Ira Avenue South between Ironwood Avenue South and 88th Street South, Irish Avenue Court South cul-de-sac
- **Pinetree Pond Townhouses 1st Addition:** Ironwood Avenue South between 88th Street South and 90th Street South
- **Cottage Grove Commercial Addition:** 90th Street South between Inwood Avenue South and Jamaica Avenue South

Included with this memo is a project location map that highlights the proposed areas.

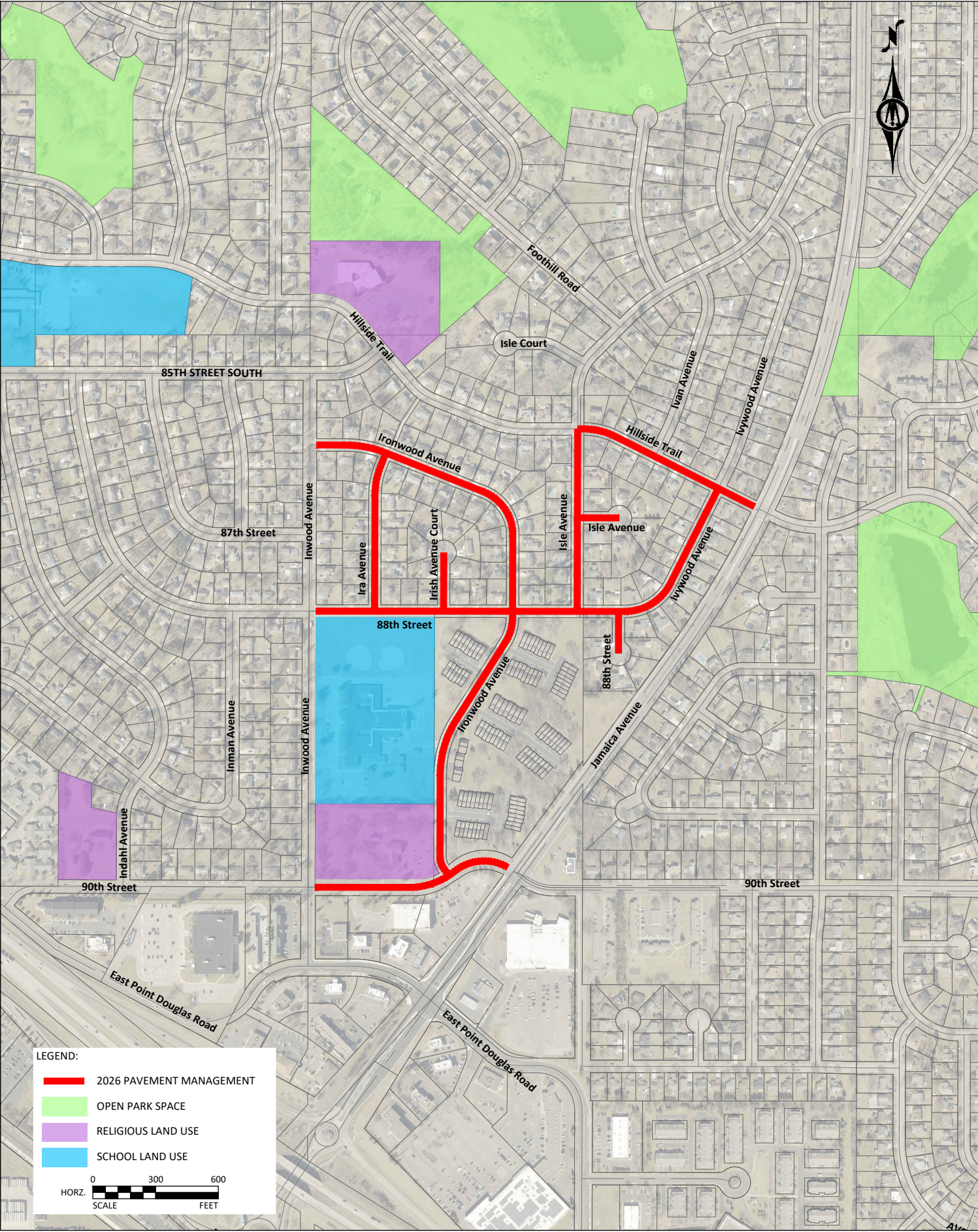
Discussion

The roadways proposed for pavement replacement in 2026 are included due to the age and poor condition of the pavement. The curbs adjacent to these roadways have reached a point where more than 40 percent of the curb needs replacement due to lack of structural integrity and/or settlements. Once 40 percent or more of the curb requires replacement, it is more cost effective to replace all of the curb in the neighborhood, and therefore it is proposed that this area would receive full curb replacement as part of the project.

Feasibility Report: The next step in the project development process is the preparation of a feasibility report. It is recommended that the feasibility report be ordered at this time to determine the physical and economic feasibility of providing the necessary public improvements.

Recommendation

It is recommended the City Council adopt Resolution 2024-189 authorizing the preparation of a feasibility report for the 2026 Pavement Management Project for the roadways listed above within the Thompson Grove Estates 11th Addition, Woodridge Park Addition, Pinetree Pond Townhouses, and Cottage Grove Commercial Addition neighborhoods.



LEGEND:

- 2026 PAVEMENT MANAGEMENT
- OPEN PARK SPACE
- RELIGIOUS LAND USE
- SCHOOL LAND USE

HORZ. SCALE 0 300 600 FEET

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-189

**RESOLUTION AUTHORIZING THE PREPARATION
OF A FEASIBILITY REPORT FOR THE
2026 PAVEMENT MANAGEMENT PROJECT**

WHEREAS, based upon the City Council's acceptance of the Capital Improvement Plan, the next step in the development process is the preparation of a feasibility report; and

WHEREAS, it is recommended at this time to determine the physical and economic feasibility of providing the necessary public improvements; and

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

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that a feasibility report for the 2026 Pavement Management Project be authorized.

Passed this 18th day of December, 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.BB.

Meeting Date	12/18/2024				
Department	Public Works				
Agenda Category	Action Item				
Title	Hometown Fiber - Permit Assist				
Staff Recommendation	Approve the scope of work and services proposed by Hometown Fiber for the Permit Assist program and authorize the appropriate officials to sign all necessary documents to effectuate these actions.				
Budget Implication	Escrows collected with right-of-way permits				
Attachments	<table><tr><td>1.</td><td>Hometown Fiber Permit Assist CC Memo</td></tr><tr><td>2.</td><td>Hometown Fiber Permit Assist Agreement for Professional Services</td></tr></table>	1.	Hometown Fiber Permit Assist CC Memo	2.	Hometown Fiber Permit Assist Agreement for Professional Services
1.	Hometown Fiber Permit Assist CC Memo				
2.	Hometown Fiber Permit Assist Agreement for Professional Services				



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

From: Genevieve Tester, EIT, Graduate Engineer

Date: December 11, 2024

Re: Hometown Fiber Permit Assist

Background

The City has received right-of-way permit applications from internet service providers who are looking for approval to place their fiber optic networks in Cottage Grove neighborhoods. These requests gave staff the opportunity to think upstream about the city as a whole and understand how residents and the growing business park could be best served, in addition to connecting city facilities with their present and future fiber optic needs.

Hometown Fiber, out of Minnetonka, MN, is a Broadband Consultant specializing in the planning, design, construction, and management of fiber optic networks. The city is under contract with Hometown Fiber to create and issue a request for proposal (RFP) for city-wide fiber. The creation of this RFP is being funded by the Economic Development Authority—approved at their November 12, 2024 meeting. The city is also working with Hometown Fiber on the Broadband Aware program that was approved by City Council on November 6, 2024. The Broadband Aware program is establishing a baseline of technical information such as geographical mapping and field identification; the site work of this program is underway.

Discussion

While the RFP for city-wide fiber is not yet complete, broadband companies can still submit right-of-way permits for work within city right-of-way and utility easements, and the city is obligated to review these permits. City staff has received proposed fiber project permits that are pending review. Hometown Fiber offers a “Permit Assist” program. This program implements a standardized permit criteria to help mitigate risks and promote a more consistent and effective permitting process, while also acknowledging and accommodating the city’s current permit review process. It will also establish clear standards and criteria, which will be beneficial for both the city and the fiber companies.

The cost of Hometown Fiber’s Permit Assist program is determined by their established rates and fees as outlined in their proposal—see attachment. The city is requiring fiber companies, who plan to deploy widespread fiber across the community, to submit an escrow which will cover the review fees incurred via Permit Assist.

Recommendation

It is recommended that the City Council approves the scope of work and services proposed by Hometown Fiber for the Permit Assist program and authorizes the appropriate officials to sign all necessary documents to effectuate these actions.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and executed this ____ day of _____, 2024, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016 (“City”) and Hometown Fiber, 601 Carlson Parkway, Suite 1079, Minnetonka, Minnesota 55305 (“Consultant”).

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

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

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

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services (“Services”), as defined in the following documents:
 - i. A proposal dated December 5, 2024, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit A specifically conflict, the terms of this Agreement shall apply.
- b. Consultant covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in Exhibit A, subject to Section 7 of this Agreement.
- c. Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement. Consultant represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for the Services as set forth in Exhibit A.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the

authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.

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

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

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

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

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

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

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

Or emailed: jlevitt@cottagegrovemn.gov

If to Consultant: Hometown Fiber
601 Carlson Parkway, Suite 1079
Minnetonka, MN 55305
Attention: Kyle Moorhead

Or emailed: kyle@yourhometownfiber.com

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

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- c. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- e. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- f. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- g. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

HOMETOWN FIBER (“CONSULTANT”)

By: _____

Kyle Moorhead, President

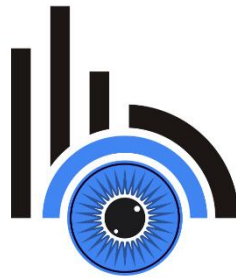
Date: December 11, 2024

EXHIBIT A



Proposal

Cottage Grove



PERMIT ASSIST

V2.R0

December 05, 2024

Submitted to:

Crystal Raleigh
Assistant City Engineer
City of Cottage Grove
craleigh@cottagegrovemn.gov

Submitted by:

Kyle Moorhead
President
Hometown Fiber
kyle@yourhometownfiber.com

HOMETOWN FIBER

601 Carlson Parkway, Suite 1079 | Minnetonka, MN 55305
763.299.9500 | yourhometownfiber.com

GOALS

Cottage Grove is looking to streamline the telecommunications permitting process by establishing clear standards and criteria. The goal is to ensure that all permit submissions meet established standards and criteria reducing delays and improving efficiency for all stakeholders. Additionally, implementing standardized permit criteria will help mitigate risks and promote a more consistent and effective permitting process.

SCOPE OF WORK

Hometown Fiber will collaborate closely with Cottage Grove staff to identify priorities and develop a streamlined approach to telecommunications permitting. Our team will assist in creating a standardized permitting framework tailored to the city's needs, including a clear and efficient permit approval process.

As part of this effort, Hometown Fiber will produce example drawings and detailed requirements to guide permit applicants. As needed, we will conduct comprehensive reviews of all submitted permit drawings and applications, utilizing a thorough checklist to ensure full compliance with both city and industry standards.

Furthermore, Hometown Fiber will be available to support Cottage Grove as needed, providing assistance with permit processing and offering consultation to staff.



THE FINE PRINT...

Our proposal and cost estimates herein are based on the following Rates, Fees and Terms. If additional work is required, outside this scope of work, Hometown Fiber will use these calculations to determine costs. Additional work requires prior approval to proceed.

RATES

All rates are calculated per-person, per-hour.

Principal Consultants	\$150	Associate Consultants	\$80
Senior Consultants	\$120	Executive Assistants	\$50

FEES

Mileage	\$.67/mile/vehicle	GIS Map Hosting	\$958/year
Travel Per Diem	\$200/person/day	Other expenses	Cost plus 10%

TERMS

Hometown Fiber will honor the prices in this proposal for sixty calendar days from the date of this proposal. Hometown fiber will lock the rates for the project upon receipt of authorization to proceed. Hometown Fiber provides our services on a time and materials basis. This scope of work will end on December 31, 2025.

ANTICIPATED TIMELINE

Hometown Fiber will start this work upon authorization to proceed and receiving a deposit. Hometown Fiber can conclude the work within three months from the start date.

Authorization to proceed	December 06, 2024
Draft issue of drawings and criterion	December 16, 2024
Final issue of sample drawing(s) and criterion	December 30, 2024
General Consulting Services	December 31, 2025





City Council Action Request

7.CC.

Meeting Date 12/18/2024

Department Parks and Recreation

Agenda Category Action Item

Title Denzer Park Picnic Shelter and Installation

Staff Recommendation 1) Approve a purchase order to St. Croix Recreation for a picnic shelter at Denzer Park in the amount of \$19,763. 2) Adopt resolution 2024-186 awarding the installation of a park shelter to Michael Basich, Inc and authorizing the service agreement with Michael Basich, Inc for the installation of a picnic shelter at Denzer Park in the amount of \$16,560.

Budget Implication Funding from The Park Trust Fund

Attachments	1.	Denzer Park Shelter Memo
	2.	Denzer Park Shelter Resolution
	3.	Service Agreement - Denzer Park



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

From: Gavin Hochstetler, Management Analyst

CC: Zac Dockter, Parks and Recreation Director

Date: December 18, 2024

Subject: Purchase and Installation for Denzer Park Picnic Shelter

Introduction/Background

The Cottage Grove Parks and Recreation Department has begun the process of building and adding a new park to its park system. Denzer Park will be located off Hadley Ave and 103rd St S. The Park Trust Fund has allocated funds for a 20'x20' shelter and installation at Denzer Park in 2025.

To secure 2024 pricing and address long product lead times (16 -18 weeks), staff recently solicited quotes. The results of those quotes fully installed are as follows:

Vendor	Product	Cost
St Croix Recreation	Coverworx	\$36,323
Webber Recreation	Americana	\$39,325

Staff recommends proceeding with low quote from St Croix Recreation for the Coverworx shelter. Coverworx shelters have been installed most recently at West Draw Park and Grey Cloud Elementary Park in Cottage Grove and has met staff expectations. St Croix Recreation/Coverworx contracts installation work to Michael Basich, Inc., who successfully installed the aforementioned shelters. As such, staff is recommending a purchase order to procure the product and a service agreement for installation.

Staff Recommendation

1. Approve purchase order to St. Croix Recreation for picnic shelter at Denzer Park for the amount of \$19,763.
2. Adopt resolution 2024-186 awarding the installation of park shelter to Michael Basich, Inc and authorize the service agreement with Michael Basich, Inc for the installation of picnic shelter at Denzer Park for the amount of \$16,560.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-186

**RESOLUTION AWARDING THE PURCHASE OF PICNIC SHELTER FROM ST.
CROIX RECREATION FOR \$19,763 AND INSTALLATION OF DENZER PARK
PICNIC SHELTER TO MICHAEL BASICH INC. FOR \$16,560**

WHEREAS, quotes were requested to purchase picnic shelter and the necessary work for the installation of Denzer Park picnic shelter according to City standards; and

WHEREAS, quotes were requested to provide the necessary work; and

WHEREAS, two firms submitted quotes; and

WHEREAS, St. Croix Recreation provided the lowest responsible quote including installation by Michael Basich; and

WHEREAS, it is the recommendation of the Parks Director that the quote be awarded to St. Croix Recreation with installation completed by Michael Basich Inc.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the purchase of picnic shelter be awarded to St. Croix Recreation in the amount of \$19,763 along with installation by Michael Basich Inc. for \$16,560.

Passed this 18th day of December 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
Installation of Denzer Park Picnic Shelter

THIS AGREEMENT ("Agreement") is made and executed this 18th day of December, 2024 by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and Michael Basich, Inc., 1761 Third Street, White Bear Lake, Minnesota 55110 ("Contractor").

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

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

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

1. **SERVICES.**

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the following documents:
 - i. A proposal dated November 26, 2024, incorporated herein as Exhibit A. The Services performed pursuant to this Agreement relate only to the installation provisions outlined in Exhibit A. No other provisions contained within Exhibit A are binding or applicable to this Agreement.
 - ii. Where terms and conditions of this Agreement and those terms and conditions included in Exhibit A specifically conflict, the terms of this Agreement shall apply.
 - iii. Contractor shall install one shelter as outlined in Exhibit A at the following location: Denzer Park, 10270 Hadley Ave S, Cottage Grove, MN 55016. Contractor shall confirm with the City the exact location of the shelter under this section before beginning any Services under this Agreement.
- b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in Exhibit A, subject to Section 8 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has

the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay the Contractor, and the Contractor agrees to receive and accept payment for Services as set forth in Exhibit A.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
- d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.

3. TERM. This Agreement shall expire on September 30, 2025, or upon successful completion of the Services as outlined in Exhibit A as determined by the City. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION AND REMEDIES.

- a. Termination for Convenience. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 14 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:

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

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

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

9. CITY'S REPRESENTATIVE. The City has designated Gavin Hochstetler to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
10. PROJECT MANAGER AND STAFFING. The Contractor has designated Mike Basich to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace the designated staff without the approval of the City.
11. INDEMNIFICATION.
- a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
 - b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.
12. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:
- a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
 - b. Workers' Compensation Insurance in accordance with statutory requirements.
 - c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- Contractor shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the Commercial General Liability Insurance policy.
13. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the termination date of

this Agreement or date the Services are completed to the satisfaction of the City. Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect. Any additional warranties provided by the Contractor within Exhibit A shall also pass to the City prior to the termination of this Agreement.

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

If to City: City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016
Attention: Gavin Hochstetler

Or emailed: ghochstetler@cottagegrovemn.gov

If to Contractor: Michael Basich Inc.
1761 Third Street
White Bear Lake, MN 55110
Attention: Mike Basich

Or emailed: mb@stcroixrec.com

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

16. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.

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

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CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

MICHAEL BASICH, INC. ("CONTRACTOR")

Signature: Mike Basich

Date: 12/12/24

Name: Michael Basich

Its: President

Exhibit A

Michael Basich, Inc.
1761 Third Street
White Bear Lake, MN 55110

ESTIMATE

To: Cottage Grove Parks
Attn: Zac Dockter, Director
Project: Denzer Park
Date: 11/26/24
Estimate #112624-1

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	INSTALLATION: Denzer Park Shelter Installation to include excavation and pouring of (4) steel reinforced pier footings to engineering design, steel erection, roofing and trim, 24'x24' thickened edge slab to extend 2' beyond roof line on all sides. DOES NOT include site excavation, preparation or restoration. Elevations and staking/location and orientation to be provided by owner. All local utilities are the responsibility of owner to locate and protect. Permits and inspections fees as may be required are NOT included in the Installation estimate and will be billed to the City at cost. Fill or Imported materials required to establish proper elevations are NOT included. Installation will be performed under a separate service agreement and will be billed directly by the Installer.	\$16,560.00
	Estimate Total:	\$16,560.00

Accepted by: _____

Title: _____

Date: _____



City Council Action Request

8.A.

Meeting Date 12/18/2024

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve disbursements from 11-29-2024 through 12-12-2024 in the amount of \$3,357,141.98.

Budget Implication N/A

Attachments

1.	Expense Approval Report 12-18-2024 Council Meeting
2.	Payroll Check Register 12-18-24 Council Meeting



City Council Action Request

9.A.

Meeting Date	12/18/2024						
Department	Public Works						
Agenda Category	Action Item						
Title	2025 Pavement Management – Hold Public Hearing and Order Project						
Staff Recommendation	1) Conduct the Public Hearing for the 2025 Pavement Management Project. 2) Adopt Resolution 2024-188 Ordering the 2025 Pavement Management Project.						
Budget Implication	\$3,885,470.95 - Assessments, Utility Funds, General Levy, Park Trust Fund, Trail Replacement Fund						
Attachments	<table><tr><td>1.</td><td>2025 Pavement Mgmt CC Memo</td></tr><tr><td>2.</td><td>2025 Pavement Mgmt Neighborhood Map</td></tr><tr><td>3.</td><td>2025 Pavement Mgmt Resolution</td></tr></table>	1.	2025 Pavement Mgmt CC Memo	2.	2025 Pavement Mgmt Neighborhood Map	3.	2025 Pavement Mgmt Resolution
1.	2025 Pavement Mgmt CC Memo						
2.	2025 Pavement Mgmt Neighborhood Map						
3.	2025 Pavement Mgmt Resolution						



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

From: Crystal Raleigh, PE, Assistant City Engineer

Date: December 11, 2024

Re: 2025 Pavement Management – Hold Public Hearing, and Order Project

Background

On August 21, 2024, the City Council authorized a feasibility report for the 2025 Pavement Management Project as outlined in the Capital Improvement Plan, which was discussed at a Council Workshop on August 7, 2024, and ultimately approved at the December 4, 2024 City Council Meeting. Feasibility Reports allow staff to review areas in further detail to better understand the current state, needs, and economic feasibility of the proposed areas.

The 10-year pavement management plan identified the following areas to be included in the 2025 Pavement Management project:

- **Hidden Valley Neighborhood 1st through 11th Additions:** Streets include 73rd Street South from Hardwood Avenue to Hidden Valley Lane South, Hidden Valley Lane South from Hidden Valley Court South to Hidden Valley Trail South, Hidden Valley Trail South from Hidden Valley Lane South to Hidden Valley Court South, Hidden Valley Pond South, Hidden Valley Cove South, 72nd Street Court South, 72nd Street South from Hidden Valley Trail South to Hinton Avenue South, Hidden Valley Terrace South, Hidden Valley Ridge South, Hidden Valley Hollow South, Hidden Valley Court South, 74th Street South from Hidden Valley Trail South to Hinton Avenue South.

The Hidden Valley roadways listed above are 19-38 years old. 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.

In a 2024 visual inspection of Hidden Valley, the roadways showed cracking, stripping, raveling of previous seal coat, and failure of the thin overlay that is now 7 years old. The pavement cores showed asphalt stripping and severe degradation. The defects noted on road surfaces would typically reflect through within a year if a mill and overlay project were completed at this time. The curbs and gutters are in relatively good condition with approximately 23 percent of curb requiring replacement.

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. Two pressure reducing valves (PRVs) within the neighborhood are proposed to be replaced. 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 was held on December 10, 2024 to discuss the various improvements proposed, the findings of the special benefit appraisal, and the proposed assessments. Approximately 40 residents attended the meeting. Questions and concerns raised generally included repayment of assessments, logistics of coordination throughout construction, and drainage issues in the neighborhood.

Discussion

Summary of Road and Infrastructure Improvements: The rehabilitation method proposed for the residential roadways in the Hidden Valley neighborhood 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. Spot curb replacement throughout the area will also be completed with older streets undergoing more significant curb replacement. Finally, minor utility improvements for sanitary sewer, water, stormwater, and lighting systems will also be included. The total estimated project cost of road and infrastructure improvements for the neighborhood is \$3,629,326.32.

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 Hidden Valley project be assessed. The policy allows 45 percent of adjacent costs to be assessed to residential properties.

The potential assessment for the Hidden Valley improvements listed above is estimated at \$6,329.73 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 \$7,400 per residential unit, which supports the proposed assessment.

Hidden Valley Park Improvements: Improvements to Hidden Valley Park are also included as part of the proposed 2025 Pavement Management project. These improvements include soil correction for turf establishment, trail realignment and replacement, landscaping, concrete patio with shade structure and a small sport court. The total cost for these improvements is \$256,144.63. Per the special assessment policy, park improvements are not included as an assessable project cost.

Project Funding Analysis: The total project cost for the street, utility, and park improvements is \$3,885,470.95. 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 Hidden Valley 1st through 11th Additions would be assessed following this policy. The total project value that is assessed is \$1,449,507.52. The Cost Estimate Summary can be viewed in Appendix B of the Feasibility Report.

Project Option Discussion

Option #1: Order the Hidden Valley project as outlined in the feasibility report.

Total estimated project cost – \$3,885,470.95

Total anticipated assessments – \$1,449,507.52

The benefit of proceeding with the project is that soliciting for bids this winter will provide a stable bidding environment, which reduces the burden to the general taxpayers and the residents adjacent to the project who are paying assessments. Another result of the new pavement is reduced maintenance costs associated with the streets in the project area. Those maintenance dollars and resources can then be reallocated to other parts of the community, which is a greater benefit to the general taxpayer. There are also similar benefits related to the repairs to the utilities in the project area.

The CIP outlines a fiscally responsible plan to rehabilitate roads and utilities within the community. By ordering the project, those plans stay true to that document and the Council's direction given in the development of the CIP.

Option #2: Do not order the project as outlined in the feasibility report.

If the improvements related to the 2025 Pavement Management Project are not ordered, the roads will continue to deteriorate, which will result in increased maintenance costs. Those costs are borne by all taxpayers, not just the property owners that live on those streets. Future project costs will also be increased by 2.5 percent to 8 percent annually as a result of the construction index. When a pavement management project is delayed, it creates a domino effect by delaying all future pavement management projects. The cost of the domino effect is hard to capture, since there are pavement management projects planned each year into the future. The City's approach since 1994 has been to ensure a safe condition and preserve the structural integrity of roads in a fiscally responsible manner. Independent third-party benefit appraisals conducted since 2007 have concluded that this program improves property values within the project areas, as compared to the existing deteriorated condition.

It should be noted to Council per Minnesota State Statute 429.031 that the resolution must be adopted by four-fifths vote for the project to be ordered and the project to proceed.

Recommendation

It is recommended the City Council adopt Resolution 2024-188 ordering the 2025 Pavement Management Project.



CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-188

**A RESOLUTION ORDERING THE
2025 PAVEMENT MANAGEMENT PROJECT**

WHEREAS, a resolution of the City Council adopted on December 4, 2024, fixed a date for the Council to hold a public hearing, pursuant to Minn. Stat. Chapter 429.011 to 429.111, on the proposed improvement benefitting properties that include:

- **Hidden Valley Neighborhood 1st through 11th Additions:** Streets include 73rd Street South from Hardwood Avenue to Hidden Valley Lane South, Hidden Valley Lane South from Hidden Valley Court South to Hidden Valley Trail South, Hidden Valley Trail South from Hidden Valley Lane South to Hidden Valley Court South, Hidden Valley Pond South, Hidden Valley Cove South, 72nd Street Court South, 72nd Street South from Hidden Valley Trail South to Hinton Avenue South, Hidden Valley Terrace South, Hidden Valley Ridge South, Hidden Valley Hollow South, Hidden Valley Court South, 74th Street South from Hidden Valley Trail South to Hinton Avenue South.

WHEREAS, ten days mailed notice and notice of the hearing was published twice per Minnesota Statutes Chapter 429, and the hearing was held, at which all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, the City desires to assess the cost of said improvements to all benefited properties, other than for properties not proposed for assessment.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report. The improvement shall include road rehabilitation, street lighting, sanitary sewer, water main, and storm sewer.
2. Such improvement is hereby ordered.
3. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax exempt bond.

Passed this 18th day of December 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

11.A.

Meeting Date	12/18/2024												
Department	Community Development												
Agenda Category	Action Item												
Title	Roers Companies Cottage Grove Multi-Family – Amended Site Plan Review												
Staff Recommendation	Adopt Resolution 2024-191 rescinding Resolution 2024-007 and approving the amended site plan review for a 144-unit, six-story mixed-income multi-family apartment building located at 6850 East Point Douglas Road South.												
Budget Implication	N/A												
Attachments	<table><tr><td>1.</td><td>Roers Amended Site Plan CC Memo</td></tr><tr><td>2.</td><td>Roers Amended Site Plan Civil Plans</td></tr><tr><td>3.</td><td>Roers Amended Site Plan Resolution 2024-006 (PP & FP)</td></tr><tr><td>4.</td><td>2024-007 (Site Plan Review & PUD)</td></tr><tr><td>5.</td><td>Roers Amended Site Plan Resolution</td></tr><tr><td>6.</td><td>Roers Amended Site Plan Engineering Review Memo</td></tr></table>	1.	Roers Amended Site Plan CC Memo	2.	Roers Amended Site Plan Civil Plans	3.	Roers Amended Site Plan Resolution 2024-006 (PP & FP)	4.	2024-007 (Site Plan Review & PUD)	5.	Roers Amended Site Plan Resolution	6.	Roers Amended Site Plan Engineering Review Memo
1.	Roers Amended Site Plan CC Memo												
2.	Roers Amended Site Plan Civil Plans												
3.	Roers Amended Site Plan Resolution 2024-006 (PP & FP)												
4.	2024-007 (Site Plan Review & PUD)												
5.	Roers Amended Site Plan Resolution												
6.	Roers Amended Site Plan Engineering Review Memo												

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

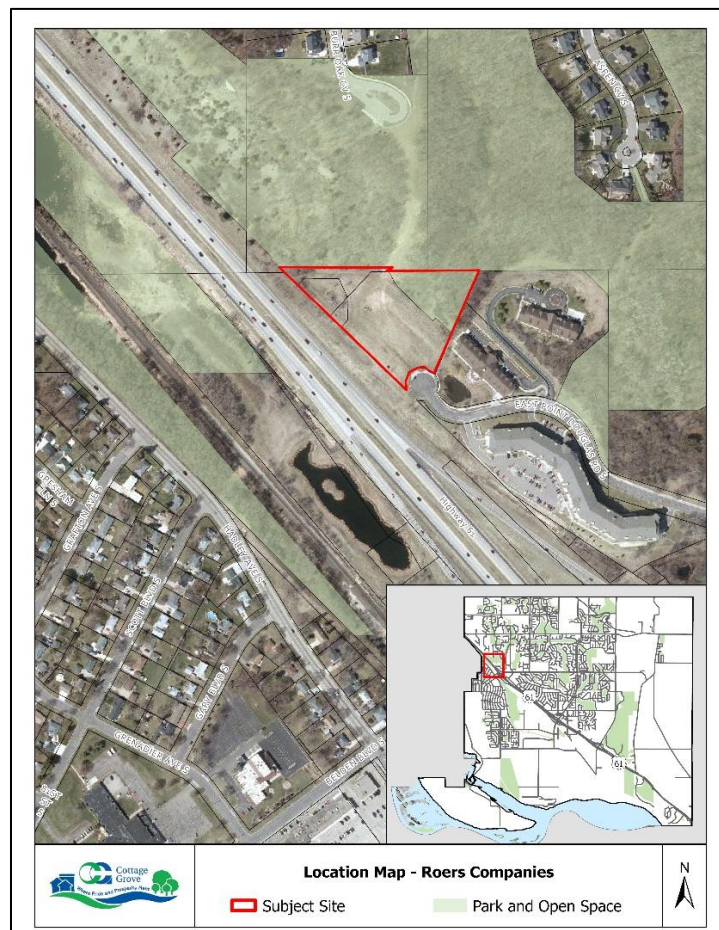
FROM: Emily Schmitz, Community Development Director

DATE: December 11, 2024

RE: Roers Companies Cottage Grove Multi-Family – Amended Site Plan Review

Proposal

Roers Companies has submitted a revised site plan 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 20, 2024

Application Accepted: November 20, 2024

City Council Meeting: December 18, 2024

60-Day Review Deadline: January 19, 2025

Background

The City Council approved a Preliminary and Final Plat, Site Plan Review, and Planned Unit Development (PUD) by Roers Companies for a proposed 144-unit mixed-income apartment building to be located at 6850 East Point Douglas Road on January 17, 2024 (Resolutions 2024-006 [Plats] and 2024-007 [PUD and Site Plan]).

The subject site is significantly encumbered by a Flint Hills Resources oil pipeline easement that runs through its middle. The Applicant has worked with Flint Hills Resources to allow the construction of a parking lot, sidewalks, and retaining walls within the easement resulting in changes to the approved site plan. Changes include the reconfiguration of retaining walls, parking lot, underground parking access points, additional snow storage, and the reconfiguration of the public trail connection to Camel's Hump Park.

The subject site consists of two remaining vacant parcels and three outlots from the Frattalone's Southpoint Ridge plat that was approved in 2007.



Existing 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.

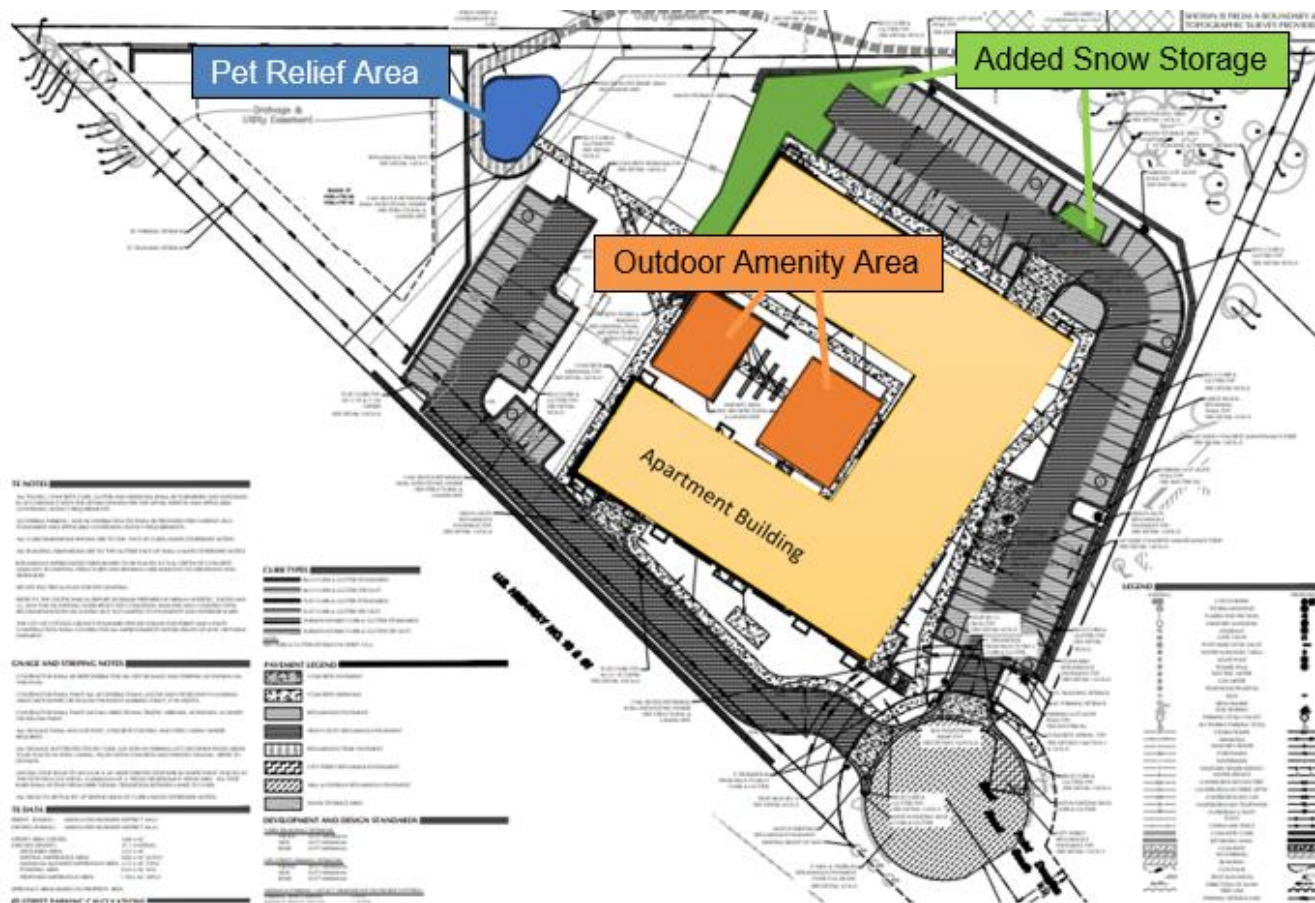
City Code Title 11-2-12 states that approval of a site plan shall lapse and become null and void one year following the date on which the approval was granted unless prior to the expiration, the work or improvement approved is commenced and diligently pursued on the subject site. Approval of this amended site plan will re-start the one-year timeline for commencement of work.

Planning Considerations

Use

The site was approved for 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 remainder of the units would be set at or near market rate.

The unit types proposed include studios to three bedrooms. Proposed amenities include a fitness center, game room, community room, heated garage, and bike repair station. 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:

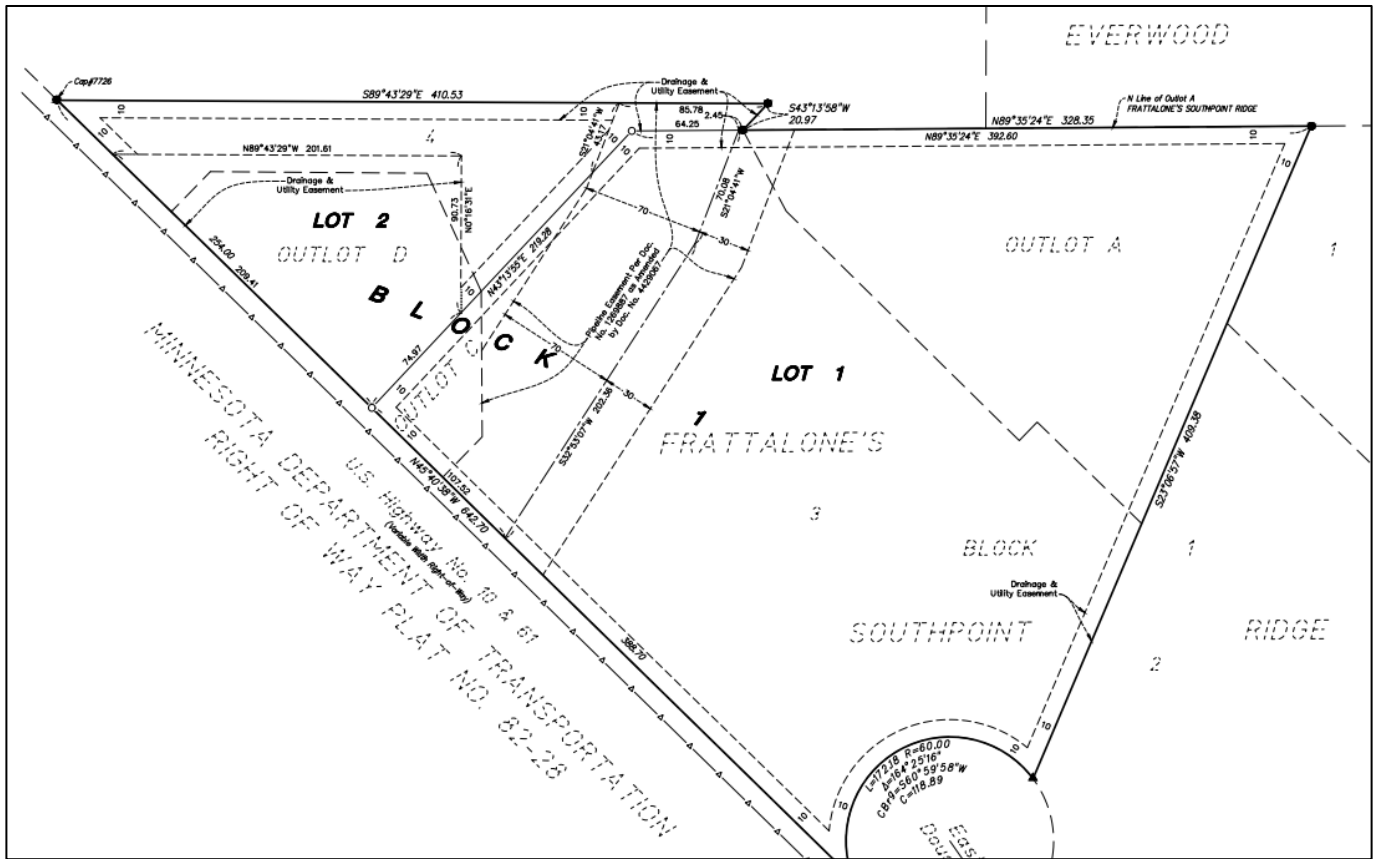
- The proposed development provides residential housing near economic centers.
- The proposed development provides opportunities for alternative housing types that increase density and is responsive to the site and surrounding areas.
- Encourage the infilling of housing in urban areas that make more 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 preliminary and final plats of the Camels Hump Addition were approved by the City Council on January 17, 2024, Resolution 2024-006. The updated site plan does not change the plat as approved. The Applicant and the City continue to work on purchase agreements for Outlots A, C, and D with closing anticipated by June 2025. The final plat will be required to be recorded prior to the release of a permit for work on the site.



Final Plat

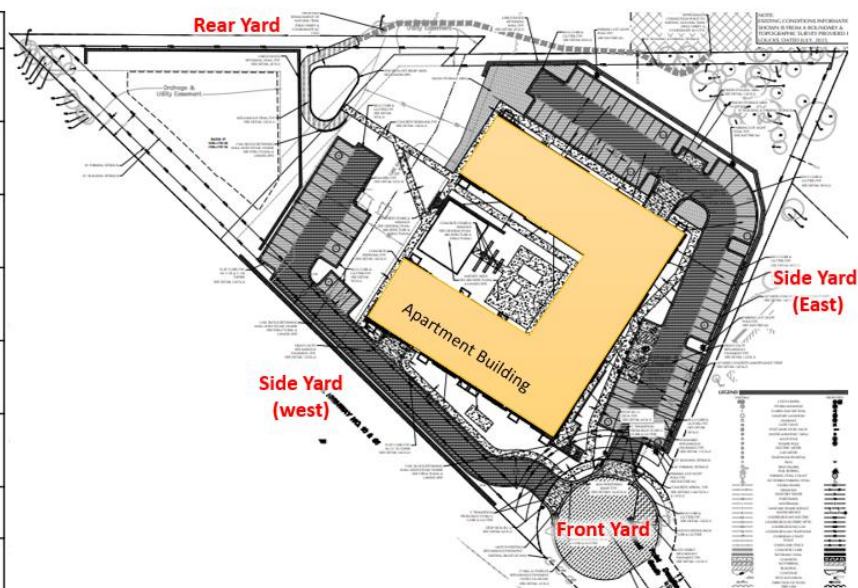
Planned Unit Development

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 PUD was approved to give flexibility to the proposed building height, architectural materials, parking ratio, and landscaping. 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 and install a paved public trail connection across the property to the natural trail. 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	>25 feet
Minimum rear yard setback	10 feet	>10 feet
Minimum side yard setback (east)	10 feet	>10 feet
Minimum side yard (west)	10 feet	>10 feet
Parking lot	10 feet	10 feet
Maximum Site Coverage	70%	59.7%



Lot Development Performance Standards

Parking and Site Access

The Applicant's amended site plan continues to propose two accesses to the site from the cul-de-sac on East Point Douglas Road. On the revised site plan, both accesses will provide access to underground and surface parking areas. 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 approved PUD included flexibility to reduce the number of parking stalls onsite to 1.5 spaces per unit or 216 stalls, a reduction of 14 parking stalls from the required parking.

The original site plan only included surface parking on the south and west sides of the building. The revised parking layout includes surface parking along the north, west, and east sides of the building. The number of surface parkings stalls proposed will increase by two stalls from the original submittal (from 82 to 84 stalls). There will be 132 underground parking stalls, a reduction of two stalls from the original submittal. There will still be two entrances to the underground parking area on the north and south sides of the building (changed from the east and west sides of the building). The addition of two stalls to surface parking and reduction of two stalls of underground parking results in the same number of parking stalls being provided on-site as in the original submittal (216 stalls).

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 Applicant has proposed to remove an excess of 63 inches requiring 31 inches to be replaced (50 percent of excess inches removed). A majority of the trees being removed are volunteer trees that have grown onsite since the site was graded for development in 2007. A total of 63 trees are required to be planted on-site including the 14 replacement trees. The Applicant has proposed to plant 64 trees on site to meet this requirement.

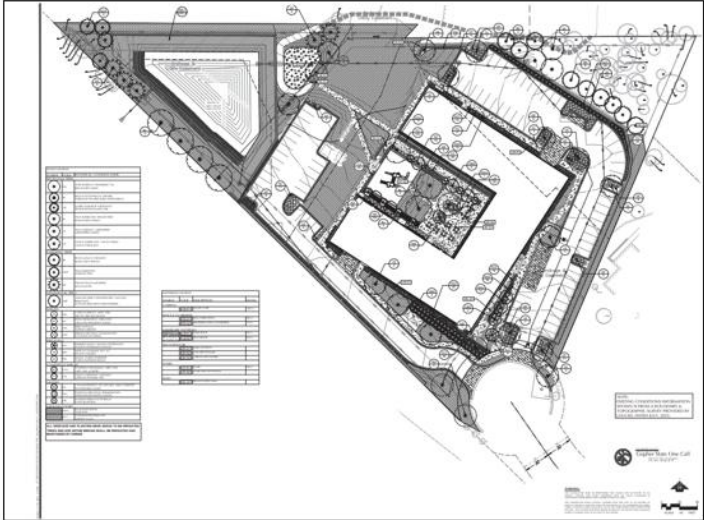
Due to the reconfiguration of retaining walls and the public trail connection, 143 inches are proposed to be removed outside of the property lines. These 143 inches are not included in the above calculations and must be replaced at a 1:1 ratio.

Landscaping

The Applicant has submitted a revised landscaping plan. The City's Zoning Code requires that a minimum number of trees and shrubs be provided based on the length of the site perimeter 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	34	39
Coniferous Tree	15	18
Ornamental Tree	0	14
Total	49	64
Shrubs	389	309

*City code states that every two (2) ornamental trees equals one (1) overstory tree



Landscaping Plan

City Code requires the Applicant to plant 34 overstory trees, 15 coniferous trees, and 389 shrubs. The Applicant proposes to plant 39 overstory trees and 18 coniferous trees meeting the minimum tree requirement. The Applicant is also proposing 14 ornamental trees which count towards the overstory tree requirement at a two to one ratio (two ornamental trees equals one overstory tree). The number of shrubs proposed is 80 shrubs less than what is required. The PUD approved in January 2024 (Resolution 2024-007) allowed a reduction in landscaping requirements therefore the reduced number of shrubs is acceptable. A condition of approval in January 2024 was that 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 continues to be 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. This four percent reduction was approved as part of the PUD in January 2024.

Class 1	Proposal
Stone	18%
Glass	29%
Class 2	
Specialty Block	14%
Class 3	
Fiber Cement Side	39%

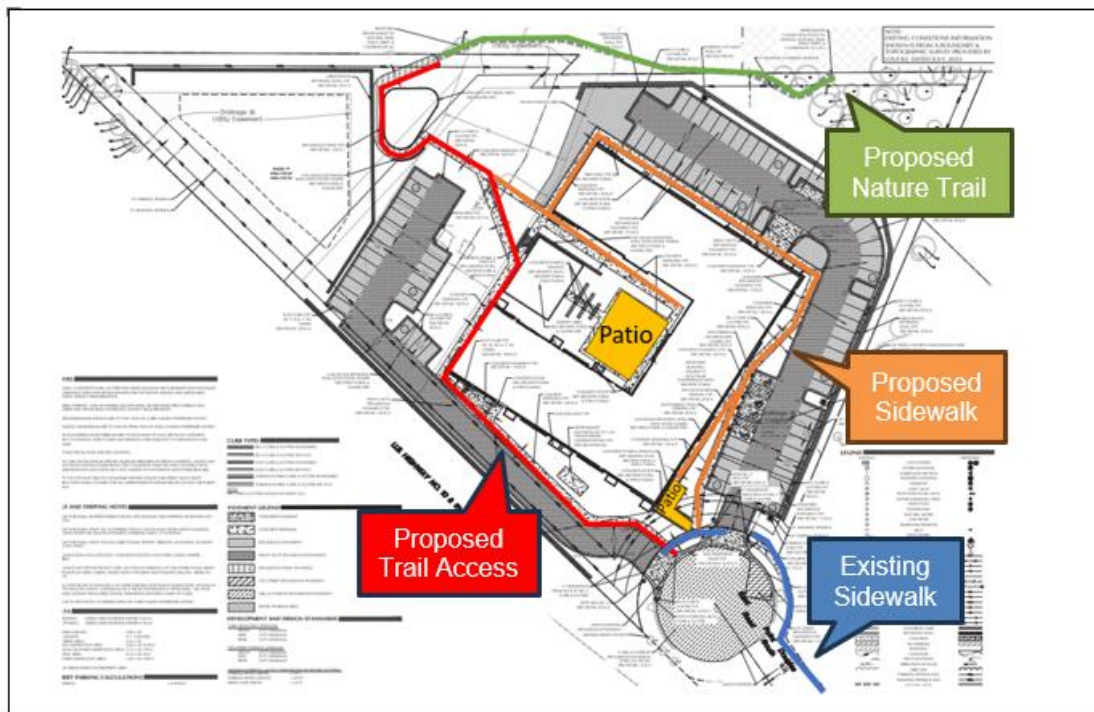
City Code Title 11-1-3 defines building height as “The vertical distance from the average elevation of the adjoining ground level, or the established grade adjacent to the building, whichever is lower, to the top of the roof.” The maximum permitted height in the Mixed-Use District is 55 feet. The proposed 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. The additional 12 feet of height was approved as part of the PUD in January 2024.



Sidewalk and Trails

An existing unpaved natural trail runs the length of the east side of the parcel to Camels Hump Park. Part of the revised site plan includes a change in the approved public trail access from the cul de sac of East Point Douglas Road to Camels Hump Park. The approved site plan included a six-foot wide concrete sidewalk along the eastern side of the property within an existing trail easement to the edge of woods where it would turn into a natural trail up to Camels Hump Park. The amended site plan replaces the proposed trail along the east side of the property with a large block retaining wall and reroutes the public trail along the west side of the building to the rear of the property where it will connect with a bituminous trail near the relocated dog run on the north side of the property. The bituminous trail will connect with the rerouted natural trail to Camels

Hump Park. The Applicant will be responsible for maintaining the portion of the public trail on private property and ensuring it remains open to the public. The submitted plans also show an internal sidewalk system that connects to the existing sidewalk on East Point Douglas Road.



Pedestrian Plan

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 prior to the issuance of a permit for work on the site. 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.

Recommendation

The City Council is recommended to adopt Resolution 2024-191 rescinding Resolution 2024-007 and approving the amended 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 dated November 20, 2024
- B. Resolutions 2024-006 and 2024-007
- C. Resolution 2024-191
- D. Engineering Review Memorandum dated December 11, 2024

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



PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

12755 Highway 55, Suite R100
Plymouth, MN 55441
763.424.5505
www.loucksincc.com



CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant's professional services and are not to be used for any other project. These CADD files shall not be used for any other project without written approval of the Consultant. The Consultant's responsibility is limited to the information and reference only. All information or construction details, additions, or deletions to these CADD files shall be made at the risk of the user. The user shall be responsible for any errors or omissions and shall indemnify and hold the Consultant harmless from any liability, claims, and damages.

SUBMITTAL/REVISIONS

CITY SUBMITTAL	11/15/2023
PROGRESS SET	01/15/2024
CITY RESUBMITTAL	05/03/2024
CITY RESUBMITTAL	07/01/2024
CITY RESUBMITTAL	11/20/2024

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.

Loucks Project No. 023258.0A
Project Lead SRT
Drawn By LAH
Checked By SRT
Review Date 11/20/2024

QUALITY CONTROL

Loucks Project No. 023258.0A
Project Lead SRT
Drawn By LAH
Checked By SRT
Review Date 11/20/2024

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EXISTING CONDITIONS

C1-1



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 DEVICES TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY 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.
- THE ENGINEER SHALL NOT HAVE ANY CONTROL OVER OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK SHOWN ON THESE PLANS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONTRACTORS SCHEDULES OR FAILURE TO CARRY OUT THE WORK. THE ENGINEER IS NOT RESPONSIBLE FOR ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR OR THEIR AGENTS OR EMPLOYEES OR OF ANY OTHER PERSONS PERFORMING PORTIONS OF WORK.
- 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.
- THE INFORMATION SHOWN ON THIS EXISTING CONDITIONS PLAN WAS PREPARED FROM AN ALTAN'S LAND TITLE SURVEY PREPARED BY LOUCKS. UTILITY INFORMATION SHOWN ON THIS PLAN, SUCH AS SANITARY SEWER, WATERMAIN, STORM SEWER, FORCEMAIN, ETC. WAS PROVIDED BY THE CITY RECORD PLANS. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM NAD 83 (1986 ADJUST). ELEVATIONS ARE ON NAVD88.

LEGEND

- | | |
|--|-----------------------------|
| ● FOUND 1/2 INCH OPEN IRON MONUMENT UNLESS SHOWN OTHERWISE | —> STORM SEWER |
| ○ SET 1/2 INCH X 14 INCH IRON MONUMENT MARKED "1/2 4898" | —> SANITARY SEWER |
| ○ CATCH BASIN | — W WATERMAIN |
| ○ STORM MANHOLE | — S SANITARY SEWER SERVICE |
| ○ SANITARY MANHOLE | — W WATER SERVICE |
| ○ HYDRANT | — E UNDERGROUND ELECTRIC |
| ○ GATE VALVE | — F UNDERGROUND FIBER OPTIC |
| ○ ELECTRIC TRANSFORMER | — G UNDERGROUND GAS |
| ○ ELECTRIC METER | — TL UNDERGROUND TELEPHONE |
| ○ GAS METER | — OH OVERHEAD UTILITY |
| ○ GUY WIRE | — ○ ○ CHAIN LINK FENCE |
| ○ HAND HOLE | — CONCRETE CURB |
| ○ LIGHT POLE | — RETAINING WALL |
| ○ POWER POLE | — CONCRETE |
| ○ ROOF DRAIN | — NO PARKING |
| ○ TELEPHONE PEDESTAL | — EXISTING BUILDING |
| ○ SIGN | — CONTOUR |
| ○ PARKING STALL COUNT | — 972.5 SPOT ELEVATION |
| ○ DISABLED PARKING STALL | — TREE LINE |
| ○ SCHEDULE B ITEM | — CONIFEROUS TREE |
| ○ TIE DISTANCES ARE SHOWN ON SIDE WITH FEATURE MEASURED TO PROPERTY LINE | — DECIDUOUS TREE |
| | — ASH |
| | — MA MAPLE |
| | — TR TREE (GEN) |

CALL BEFORE YOU DIG!

Gopher State One Call

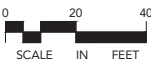
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166



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 NAMED DURING CONSTRUCTION AT NO COST TO THE OWNER.



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



PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

12755 Highway 55, Suite R100
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CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant's professional services for use solely and exclusively for the project. These CADD files shall not be used for any other project, for addition to the project, or for completion of the 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 information or construction methods, additions, or deletions to these CADD files shall be made at the risk of the user and shall not constitute a warranty, addition, or deletion to the original information and shall not constitute the Consultant from any & all responsibilities, claims and liabilities.

SUBMITTAL/REVISIONS

CITY SUBMITTAL	11/15/2023
PROGRESS SET	01/15/2024
CITY RESUBMITTAL	05/03/2024
CITY RESUBMITTAL	07/01/2024
CITY RESUBMITTAL	11/20/2024

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.

Loucks Project No. 023258.0A
Project Lead SRT
Drawn By LAH
Checked By SRT
Review Date 11/20/2024

QUALITY CONTROL

Loucks Project No. 023258.0A
Project Lead SRT
Drawn By LAH
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Review Date 11/20/2024

SHEET INDEX

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DEMOLITION PLAN

C1-2



CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

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0 20 40
SCALE IN FEET

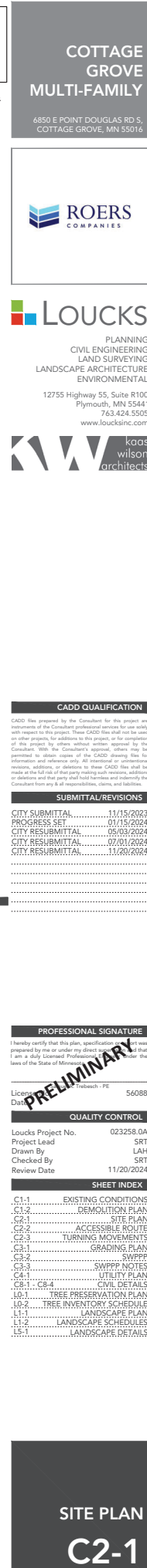
DEMOLITION LEGEND:

- REMOVE EXISTING BITUMINOUS PAVING
- REMOVE EXISTING CONCRETE PAVING, SIDEWALKS, ETC.
- REMOVE EXISTING GRAVEL PAVEMENT
- MILL & OVERLAY EXISTING 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 PRESERVATION PLAN, TREE INVENTORY SCHEDULE & LANDSCAPE PLAN FOR REMOVAL AND REPLACEMENT OF ON-SITE TREES. NO TREES SHALL BE REMOVED, WITHOUT VERIFICATION OF THE TREE PRESERVATION PLAN & TREE INVENTORY SCHEDULE.
- CONTRACTOR TO VERIFY LOCATION OF SEPTIC FIELDS & WELLS 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 DECEMBER 8, 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.

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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



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LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

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763.424.5505
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SUBMITTAL/REVISIONS

CITY SUBMITTAL	11/15/2023
PROGRESS SET	01/18/2024
CITY RESUBMITTAL	05/03/2024
CITY RESUBMITTAL	07/01/2024
CITY RESUBMITTAL	11/20/2024

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.

Loucks Project No. 023258.0A
Project Lead SRT
Drawn By LAH
Checked By SRT
Review Date 11/20/2024

QUALITY CONTROL

Loucks Project No. 023258.0A
Project Lead SRT
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C3-3	UTILITY PLAN
C4-1	CIVIL DETAILS
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L0-2	TREE INVENTORY SCHEDULE
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L5-1	LANDSCAPE DETAILS

ACCESSIBLE ROUTE

C2-2

ACCESSIBILITY LEGEND

- ACCESSIBLE ROUTE
- 5' ACCESSIBLE TURNING RADIUS

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	
	DRAIN TILE	
	SANITARY SEWER	
	FORCE MAIN	
	WATER MAIN	
	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	
	NATURAL TRAIL	



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0 20 40
SCALE IN FEET

GARBAGE TRUCK

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MULTI-FAMILY

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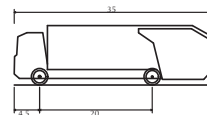
License No. 56088
Date 11/20/2024

QUALITY CONTROL

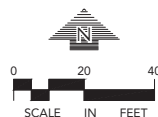
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L1-2.....LANDSCAPE SCHEDULES
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Rear-Load Garbage Truck
Overall Length 35.000ft
Overall Width 8.375ft
Overall Body Height 10.540ft
Min Body Ground Clearance 1.000ft
Track Width 8.375ft
Lock-to-lock time 6.00s
Curb to Curb Turning Radius 29.300ft



TURNING
MOVEMENTS

C2-3

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Project Lead SRP
Drawn By LAH
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QUALITY CONTROL

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C4-1-3 LANDSCAPE SCHEDULE
C4-1-4 LANDSCAPE SCHEDULES
C4-1-5 LANDSCAPE DETAILS

GRADING PLAN

C3-1

AS-BUILT NOTES

GRADATIONS MEETING THE REQUIREMENTS OF THE DETAIL ON SHEET C3-3 ARE TO BE SUBMITTED DURING CONSTRUCTION FOR APPROVAL PRIOR TO IMPORT.

CONSTRUCTION SCHEDULE SHALL BE COMMUNICATED 14 DAYS PRIOR TO CONSTRUCTION OF ITEMS BELOW.

CONTRACTOR TO ENSURE AS-BUILT INFORMATION FOR THE FOLLOWING ITEMS IS OBTAINED DURING CONSTRUCTION:

- POND SUB-CUT ELEVATION & VOLUME PRIOR TO INSTALLATION OF CLAY LINER.
- POND ELEVATION & VOLUME AFTER INSTALLATION OF CLAY LINER.
- DRAINILE INVERT IN FILTRATION BENCH.
- DRAINILE INVERT IN OUTLET CONTROL STRUCTURE.
- OUTLET CONTROL STRUCTURE INVERTS AND WEIR WALL ELEVATION.
- POND ELEVATION & VOLUME AFTER INSTALLATION OF FILTRATION BENCH.
- BERM TOP ELEVATION & EMERGENCY OVERFLOW ELEVATION.
- UPON COMPLETION OF POND FINAL GRADING, CONTRACTOR TO INCORPORATE A CITY APPROVED EROSION MITIGATION PLAN OR METHOD FOR FILLING POND TO ULTIMATE DESIGN WATER LEVEL.

GRADING, DRAINAGE & EROSION CONTROL NOTES

- SPOT ELEVATIONS REPRESENT FINISHED SURFACE GRADES, GUTTER/FLOW LINE, FACE OF BUILDING, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- ALL ACCESSIBLE ROUTES SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT EXCEEDING 2% AND A RUNNING SLOPE NOT EXCEEDING 5%, EXCEPT FOR CURB/PEDESTRIAN RAMPS. RAMPS SHALL BE CONSTRUCTED WITH A RUNNING SLOPE NOT EXCEEDING 8.33%.
- AT TURNING POINTS ALONG THE ACCESSIBLE ROUTE THE PAVEMENT SHALL NOT EXCEED 2% IN ANY DIRECTION FOR AN AREA 60" IN DIAMETER.
- ALL PUBLIC SIDEWALKS SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT EXCEEDING 2% AND A RUNNING SLOPE NOT EXCEEDING 5%.
- CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.16 FEET. RIM ELEVATIONS SHOWN ON PLANS DO NOT REFLECT SUMPED ELEVATIONS.
- REFER TO GEOTECHNICAL EVALUATION REPORT (REPORT B2306640), DATED DECEMBER 8, 2023 AS PREPARED BY BRALIN 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 DOWATERING
C. SITE GRADING AND SUBGRADE PREPARATION
D. PAVEMENTS AND EXTERIOR SLABS
E. TRENCH EXCAVATION AND BACKFILL
F. EXTERIOR UTILITY SUPPORTS
G. FROST PROTECTION.
- EXISTING SOILS ARE ASSUMED TO BE PARTIALLY COARSE-GRAINED SOILS (SP, SM, SC) AND PARTIALLY FINE-GRAINED SOILS (ML, CL) PER THE UNIFIED SOIL CLASSIFICATION. CONTRACTOR TO NOTIFY ENGINEER IF EXISTING CONDITIONS DIFFER FROM ASSUMED SOIL CONDITIONS.
- 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.
- CITY AND WATERSHED SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO CONSTRUCTION OF STORMWATER BMPs.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE MINIMUM OF 4 INCHES OF TOPSOIL AND SEED/MULCH OR SOIL ON PRIVATE PROPERTY. ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE MINIMUM OF 6 INCHES OF TOPSOIL AND SEED/MULCH OR SOIL WITHIN RIGHT-OF-WAY. THESE AREAS SHALL BE WATERED/MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION IS ESTABLISHED. REFER TO THE LANDSCAPE PLANS, DETAILS AND SPECIFICATIONS FOR FINAL SITE STABILIZATION.
- FOR SITE RETAINING WALLS "TW" EQUALS SURFACE GRADE AT TOP FACE OF WALL (NOT TOP OF WALL), "CW" EQUALS SURFACE GRADE AT WALL GRADE TRANSITION, AND "BW" EQUALS SURFACE GRADE AT BOTTOM FACE OF WALL (NOT BOTTOM OF BURIED WALL COURSES).
- FOR SITE STAIRS, "TS" EQUALS SURFACE ELEVATION AT TOP OF STAIRS AND "BS" EQUALS SURFACE ELEVATION AT BOTTOM OF STAIRS. REFER TO SITE PLAN FOR NUMBER OF RISERS AND RISER HEIGHT.
- STREETS MUST BE CLEANED AND SWEEPED WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS. A REGULAR SWEEPING SCHEDULE MUST BE ESTABLISHED.
- DUST MUST BE ADEQUATELY CONTROLLED.
- SEE SWPPP FOR ADDITIONAL EROSION CONTROL NOTES AND REQUIREMENTS.
- SEE UTILITY PLAN FOR WATERMAIN, STORM SEWER, AND SANITARY SEWER INFORMATION.
- SEE SITE PLAN FOR CURB AND BITUMINOUS TAPER LOCATIONS.
- REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR BUILDING ELEVATIONS.
- THE CONTRACTOR ALONG WITH THE OWNER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM GOVERNING AUTHORITIES, INCLUDING ANY CITY PERMITS AND THE NPDES PERMIT.
- INSTALL EROSION CONTROL AND TREE PROTECTION MEASURES BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME EROSION CONTROLS SUCH AS BAILE CHECKS AND TEMPORARY SILT PONDS MAY BE INSTALLED AS GRADING OCCURS IN SPECIFIC AREAS. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE WHEN TURF HAS BEEN ESTABLISHED.
- PER NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/SDS) REQUIREMENTS, 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.
- CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION OF GRADING ACTIVITIES AS NEEDED PER APPLICABLE PERMIT REQUIREMENTS AND/OR DEVELOPMENT AGREEMENTS.
- ANY WALL 4' IN HEIGHT SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER AND THE DESIGN DRAWINGS SHALL BE SUBMITTED TO THE CITY.

LEGEND

EXISTING	PROPOSED

CALL BEFORE YOU DIG!

Gopher State One Call

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TOLL FREE: 1-800-252-1166



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0 20 40
SCALE IN FEET

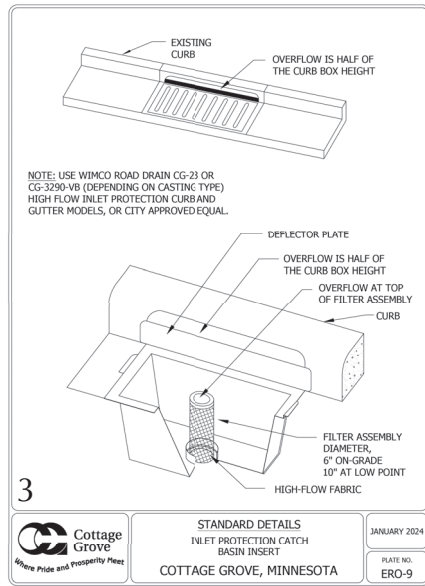
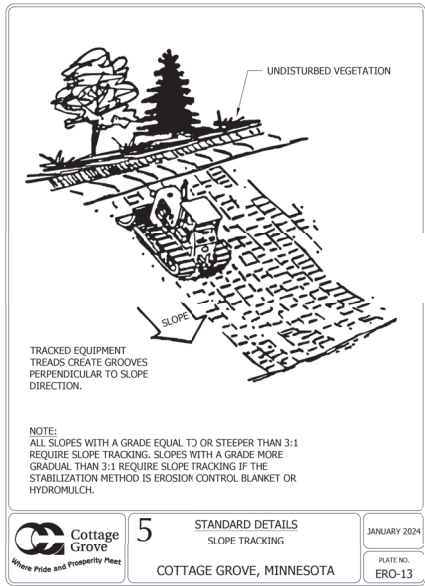
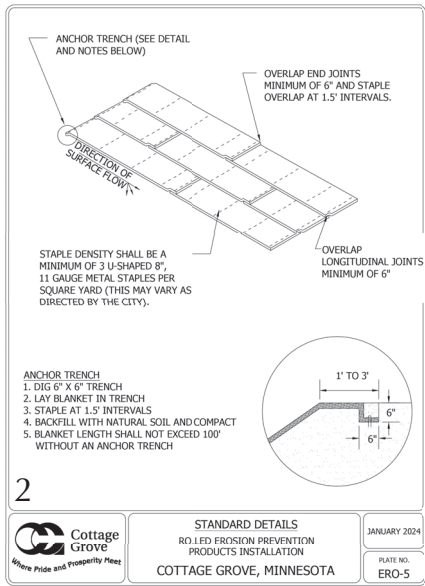
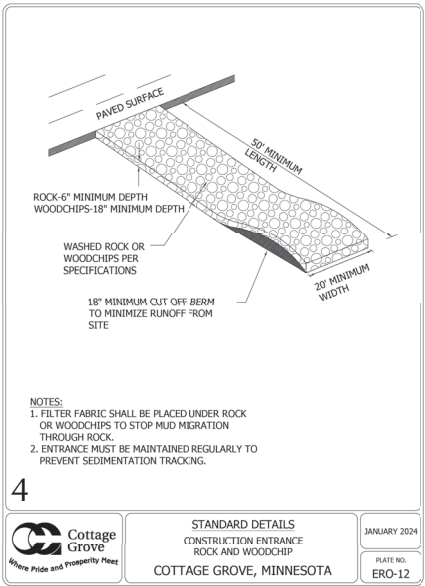
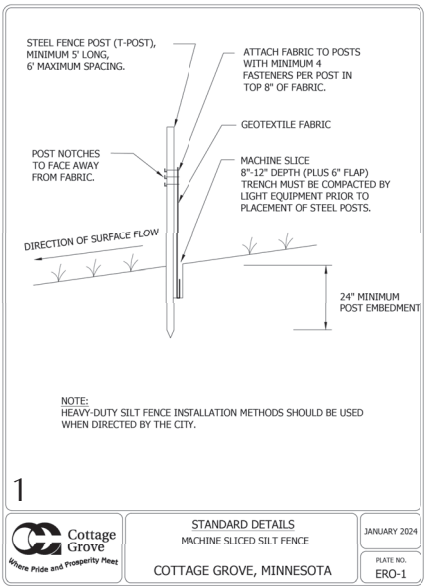
1. THE NATURE OF THIS PROJECT WILL CONSIST OF CONSTRUCTING A PROPOSED APARTMENT BUILDING, SURFACE PAVEMENTS, UTILITIES, AND STORMWATER MANAGEMENT SYSTEMS.
2. THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES ARE AS FOLLOWS:
 - A. INSTALL VEHICLE TRACKING BMP (DATE)
 - B. INSTALL INLET PROTECTION (DATE)
 - C. INSTALL SILT FENCE AROUND SITE (DATE)
 - D. CLEAR AND GRUB SITE (DATE)
 - E. STRIP AND STOCKPILE TOPSOIL (DATE)
 - F. REMOVE PAVEMENTS AND UTILITIES (DATE)
 - G. ROUGH GRADE SITE (DATE)
 - H. IMPORT CLEAN FILL FOR REPLACEMENT AND BALANCE (DATE)
 - I. INSTALL UTILITIES (DATE)
 - J. INSTALL BUILDING FOUNDATIONS (DATE)
 - K. INSTALL CURB AND GUTTER (DATE)
 - L. INSTALL PAVEMENTS AND WALKS (DATE)
 - M. FINAL GRADE SITE (DATE)
 - N. REMOVE ACCUMULATED SEDIMENT FROM STORMWATER SYSTEMS (DATE)
 - O. SEED AND MULCH (DATE)
 - P. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE SILT FENCE, INLET PROTECTION, AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

3. SITE DATA:
- | | |
|------------------------------------|---------|
| DISTURBED AREA: | 3.22 AC |
| PRE-CONSTRUCTION IMPERVIOUS AREA: | 0.00 AC |
| POST-CONSTRUCTION IMPERVIOUS AREA: | 1.90 AC |
- GENERAL SOIL TYPE: SEE GEOTECHNICAL EVALUATION REPORT BY BRAUN INTERTEC
HYDROLOGY INFORMATION: SEE HYDROLOGY REPORT PREPARED BY LOUCKS
4. EROSION AND SEDIMENT CONTROLS WERE DESIGNED TO EFFECTIVELY CONTROL STORMWATER RUNOFF WITHIN THE PROJECT AREA. 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 AREA, SLOPE OF IMPERVIOUS SURFACES, STORMWATER INFRASTRUCTURE DISCHARGE POINTS, AND ANNUAL AVERAGE PRECIPITATION DATA FOR THE PROJECT AREA.
5. 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)

4. SEE "EXHIBIT: PROPOSED DRAINAGE AREAS" FOR SITE MAP WITH DRAINAGE AREA BOUNDARIES.
7. THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE IDENTIFIED WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC., BEFORE CONSTRUCTION BEGINS.
8. CONTRACTOR SHALL INSTALL RAIN GAUGE ON SITE.
9. GROUNDWATER & Dewatering
 - A. REFER TO THE GEO TECHNICAL REPORT PREPARED BY BRUAIN INTERTEC DATED DECEMBER 27TH, 2023 FOR INFORMATION INCLUDING BUT NOT LIMITED TO GROUNDWATER CONDITIONS AND RECOMMENDATIONS FOR EXCAVATION Dewatering.
 - B. FOLLOW LOCAL, STATE, AND FEDERAL REGULATIONS FOR GROUNDWATER PUMPING AND OBTAIN ALL NECESSARY PERMITS. A WATER USE PERMIT FROM THE ENR IS REQUIRED WHEN WITHDRAWING MORE THAN 10,000 GALLONS OF WATER PER DAY OR 1 MILLION GALLONS PER YEAR.
 - C. DISPERSE DISCHARGE USING APPROPRIATE ENERGY DISSIPATION MEASURES.
 - D. BMPs SHALL BE USED TO PREVENT TURBID OR SEDIMENT LADEN WATERS FROM LEAVING SITE. DRAINING SHALL NOT CAUSE NUISANCE CONDITIONS INCLUDING BUT NOT LIMITED TO EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR RUINATION OF WETLANDS THAT CAUSES SIGNIFICANT ADVERSE IMPACTS TO THE WETLAND.
10. REFER TO THE GEO TECHNICAL REPORT B2306640 PREPARED BY BRUAIN INTERTEC DATED DECEMBER 27TH, 2023 FOR INFORMATION AND RECOMMENDATIONS RELATED TO SOIL CONTAMINATION.
11. 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.
12. ON SLOPES 3:1 OR GREATER MAINTAIN SHEET FLOW AND MINIMIZE RILLS AND/OR GULLIES, SLOPE LENGTHS CAN NOT BE GREATER THAN 75 FEET.

DESCRIPTION	UNIT	QUANTITY
TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	2
PREFABRICATED CONCRETE WASHOUT	EA	NOT ALLOWED
SILT FENCE (STANDARD)	LF	1,545±
EROSION CONTROL BLANKET	SY	1,714±
INLET PROTECTION	EA	8
BIOROLL	LF	N/A

- ALL STORM DRAINS AND INLETS MUST BE PROTECTED UNTIL ALL SOURCES OF POTENTIAL DISCHARGE ARE STABILIZED.
14. SOIL COMPACTION SHALL BE MINIMIZED DURING CONSTRUCTION.
15. 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 E.G. CLEAN AGGREGATE STOCK PILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES.
16. SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED ON ALL DOWNGRADE PERIMETERS AND UPGRADE OF ANY BUFFER ZONES.
17. SEDIMENT LADEN WATER MUST BE DISCHARGED TO A SEDIMENTATION BASIN WHENEVER POSSIBLE. IF NOT POSSIBLE, IT MUST BE TREATED WITH THE APPROPRIATE BMP'S.
18. SOLID WASTE MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH NPDES DISPOSAL REQUIREMENTS.
19. NO VEHICLE WASHING ALLOWED ON SITE.
20. NO ENGINE DEGREASING IS ALLOWED ON SITE.
21. 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.
22. TERMINATION OF COVERAGE PERMITTEES WISHING: TO TERMINATE COVERAGE MUST SUBMIT A NOTICE OF TERMINATION (NOT) TO THE NPDES. ALL PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER THE FOLLOWING CONDITIONS HAVE BEEN MET:
- A. PERMIT TERMINATION CONDITIONS, PER NPDES PERMIT SECTION 13.1 HAVE BEEN ACHIEVED ON ALL PORTIONS OF THE SITE FOR WHICH THE PERMITTEE IS RESPONSIBLE.
 - A.A. PERMANENT UNIFORM PERENNIAL VEGETATIVE COVER MUST BE ESTABLISHED AT 70% DENSITY OF ITS EXPECTED FINAL GROWTH.
 - A.B. THE PERMANENT STORMWATER TREATMENT SYSTEM IS CONSTRUCTED, MEETS ALL REQUIREMENTS, AND IS OPERATING AS DESIGNED.
 - A.C. ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMP'S MUST BE REMOVED.
 - A.D. CLEAN OUT SEDIMENT FROM CONVEYANCE SYSTEMS AND PERMANENT STORMWATER TREATMENT SYSTEMS (RETURN TO DESIGN CAPACITY).
23. INSPECTIONS
- A. INITIAL INSPECTION FOLLOWING SILT FENCE INSTALLATION BY CITY REPRESENTATIVE IS REQUIRED.
 - B. EXPOSED SOIL AREAS: ONCE EVERY 7 DAYS AND WITHIN 24 HOURS FOLLOWING A 0.5" OVER 24 HOUR RAIN EVENT.
 - C. STABILIZED AREAS: ONCE EVERY 30 DAYS
 - D. FROZEN GROUND: AS SOON AS RUNOFF OCCURS OR PRIOR TO RESUMING CONSTRUCTION.
 - E. 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.
 - F. OBSERVE ANY DISCHARGE OCCURRING ONSITE AND DOCUMENT CORRECTIVE ACTIONS TAKEN. DISCHARGE SHOULD BE DESCRIBED AND PHOTOGRAPHED.
24. MINIMUM MAINTENANCE
- A. ALL NONFUNCTIONAL BMP'S MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL BMP'S BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY OR AS SOON AS FIELD CONDITIONS ALLOW.
 - B. REPAIR, REPLACE, OR SUPPLEMENT ALL PERMITTER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 THE HEIGHT OF THE DEVICE.
 - C. SEDIMENT BASINS DRAINED AND SEDIMENT REMOVED WHEN REACHES 1/2 STORAGE VOLUME.
 - D. SEDIMENT REMOVED FROM SURFACE WATERS WITHIN 75% CALENDAR DAYS OF DISCOVERY.
 - E. CONSTRUCTION SITE EXITS INSPECTED, TRACKED SEDIMENT REMOVED WITHIN 1 (ONE) CALENDAR DAY.
 - F. PROVIDE COPIES OF EROSION INSPECTION RESULTS TO CITY ENGINEER FOR ALL EVENTS GREATER THAN 1/2" IN 24 HOURS.
25. THE SWPPP, INCLUDING ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION ACTIVITY BY THE PERMITTEES WHO HAVE OPERATIONAL CONTROL OF THE SITE.
26. 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.
27. SWPPP MUST BE AMENDED WHEN:
- A. THERE IS A CHANGE IN DESIGN, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS THAT HAS A SIGNIFICANT EFFECT ON DISCHARGE
 - B. INSPECTIONS INDICATE THAT THE SWPPP IS NOT EFFECTIVE AND DISCHARGE IS EXCEEDING WATER QUALITY STANDARDS.
 - C. THE BMP'S IN THE SWPPP ARE NOT CONTROLLING POLLUTANTS IN DISCHARGES OR IS NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THE PERMIT.
28. CONCRETE WASHOUT AREA
- A. THE WASHOUT AND CLEANOUT OF STUCCO, PAINT, CONCRETE, FORM RELEASE OILS, CURING COMPOUNDS, AND OTHER CONSTRUCTION MATERIALS SHALL BE PROPERLY CONTAINED AND DRAINED OFF. 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.
 - B. ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY.
29. IN THE EVENT OF ENCOUNTERING A WELL OR SPRING DURING CONSTRUCTION CONTRACTOR TO CEASE CONSTRUCTION ACTIVITY AND NOTIFY ENGINEER.
30. PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
31. 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.
25. RESPONSIBILITIES
- A. 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
 - B. 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
33. THE WATERSHED DISTRICT OR THE CITY MAY HAVE REQUIREMENTS FOR INSPECTIONS OR AS-BUILT DRAWINGS VERIFYING PROPER CONSTRUCTION OF THE BMP'S.
34. 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.
35. CONTRACTOR/DEVELOPER TO PROVIDE NPDES CONSTRUCTION STORMWATER PERMIT PRIOR TO COMMENCING CONSTRUCTION.



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SUBMITTAL/REVISIONS	
CITY SUBMITTAL	11/15/2023
PROJECT SET	01/15/2024
CITY RESUBMITTAL	05/03/2024
CITY RESUBMITTAL	07/01/2024
CITY RESUBMITTAL	11/20/2024

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 California.	
License No.	68666 - L.E.
Date	5/8/08
QUALITY CONTROL	
Locks Project No.	023258.0A
Project Lead	N/USE
Drawn By	KRH/KNM
Checked By	N/USE
Review Date	11/20/2024

SHEET INDEX	
C-1.1	EXISTING CONDITIONS
C-1.2	DEMOLITION PLAN
C-1.3	EXISTING SITE PLAN
C-1.4	CONSTRUCTION ACCESS
C-1.5	TURNING MOVEMENTS
C-1.6	GRADING PLAN
C-2.2	SWPPP
C-3.3	SWPPP NOTES
C-4.1	UTILITY PLAN
C-8.1 - C-8.4	CIVIL DETAILS
L-0.1	TREE PRESERVATION PLAN
L-0.2	TREE INVENTORY SCHEDULE
L-1.1	LANDSCAPE PLAN
L-1.2	LANDSCAPE SCHEDULES
L-1.3	LANDSCAPE DETAILS



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NOTE:
EXISTING CONDITIONS INFORMATION
SHOWN IS FROM A BOUNDARY &
TOPOGRAPHIC SURVEY PROVIDED BY
LOUCKS, DATED JULY, 2023.

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SUBMITTAL/REVISIONS

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CITY SUBMITTAL	07/01/2024
CITY RESUBMITTAL	11/20/2024

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.

Loucks Project No. 023258.0A
Project Lead SRT
Drawn By LAH
Checked By SRT
Review Date 11/20/2024

QUALITY CONTROL

Loucks Project No. 023258.0A
Project Lead SRT
Drawn By LAH
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SHEET INDEX

C1.1	EXISTING CONDITIONS
C1.2	DEMOLITION PLAN
C2.1	ACCESSIBLE ROUTE
C2.2	TURNING MOVEMENTS
C2.3	GRADING PLAN
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C3.1	UTILITY PLAN
C3.2	CONCRETE
C3.3	NO PARKING
C3.4	BUILDING
C3.5	CONTOUR
C3.6	SPOT ELEVATION
C3.7	DIRECTION OF FLOW
C3.8	TREE LINE
C3.9	PARKING SETBACK LINE
C3.10	BUILDING SETBACK LINE

CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

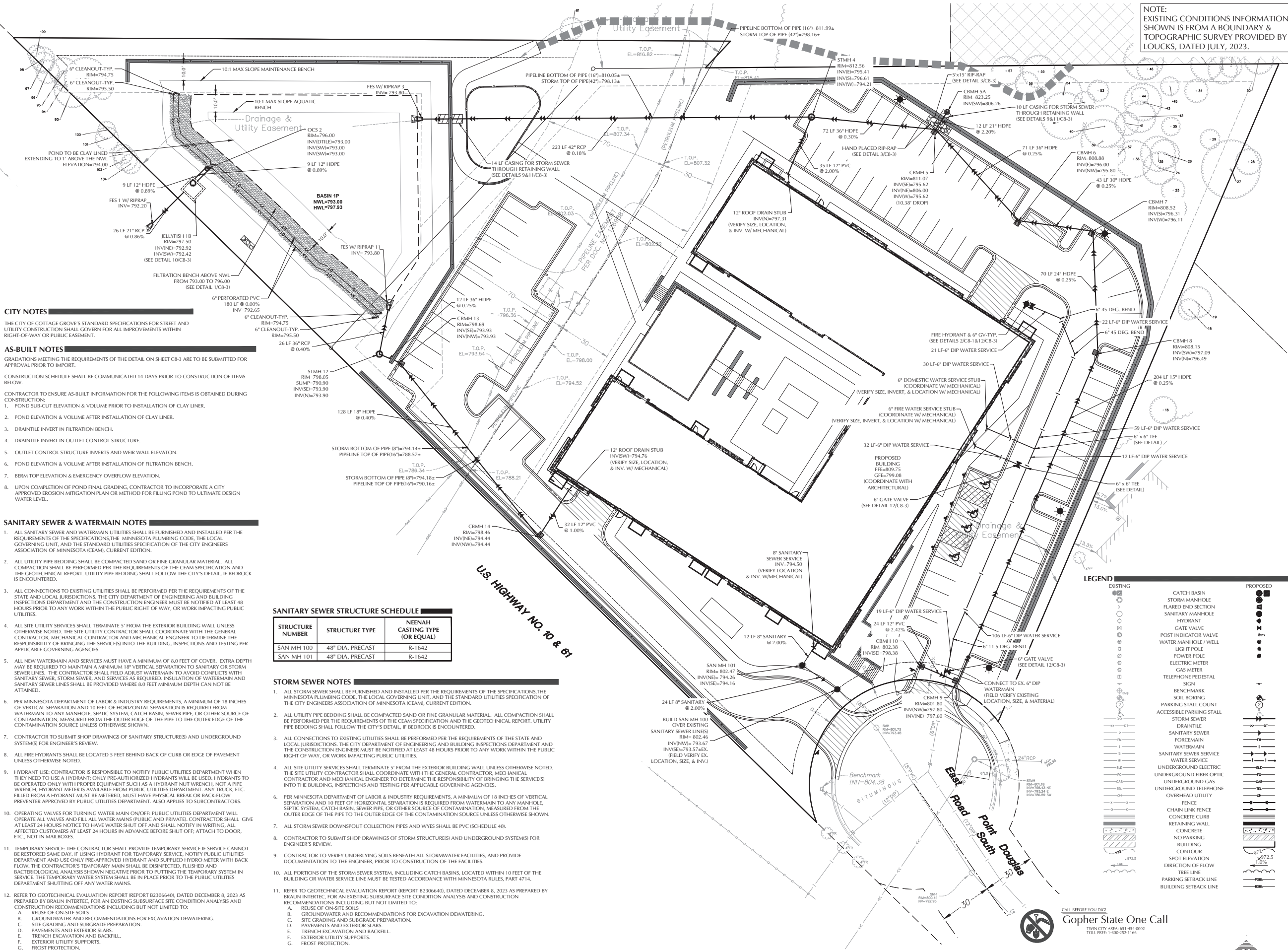
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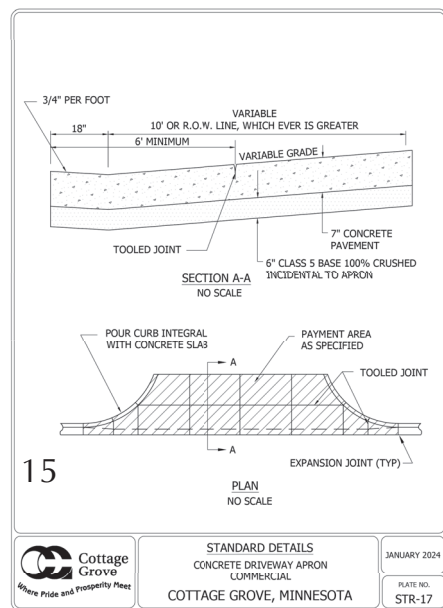
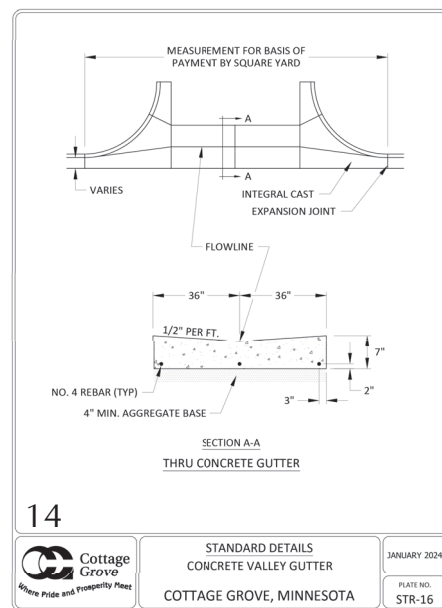
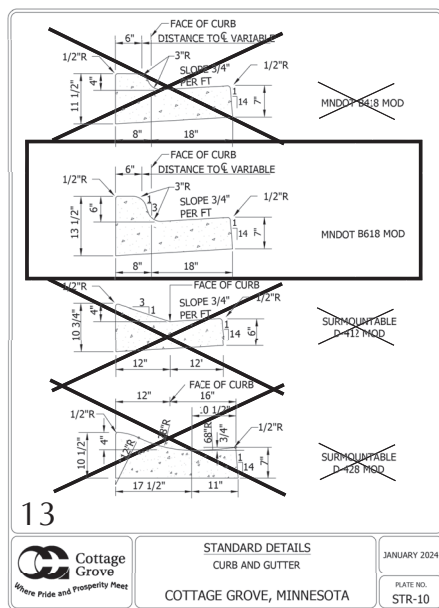
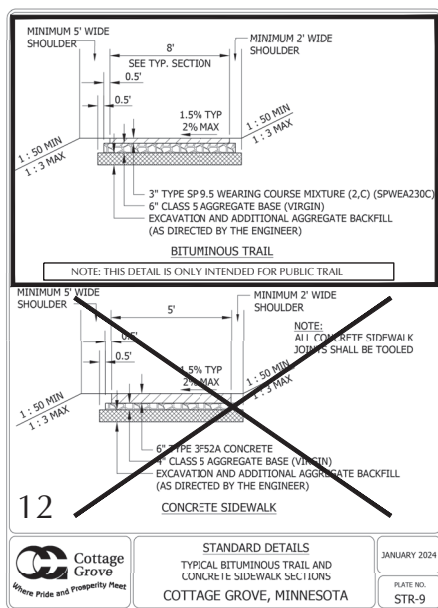
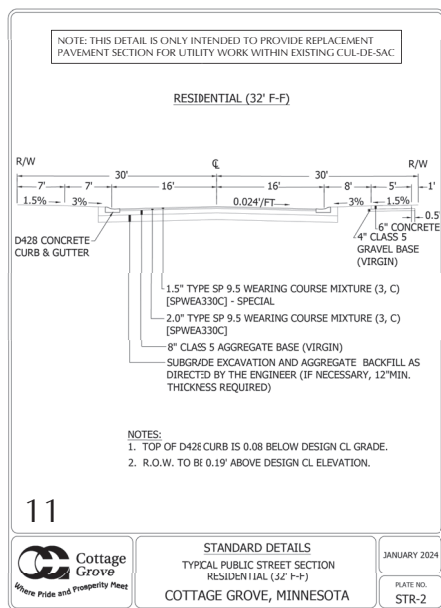
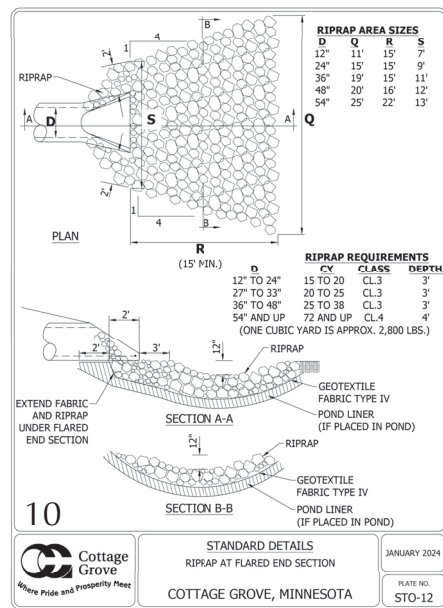
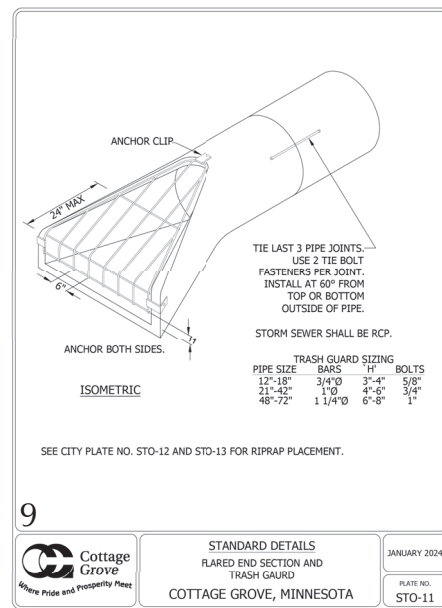
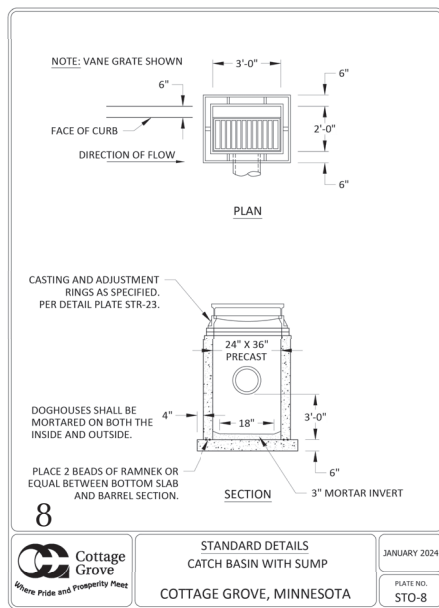
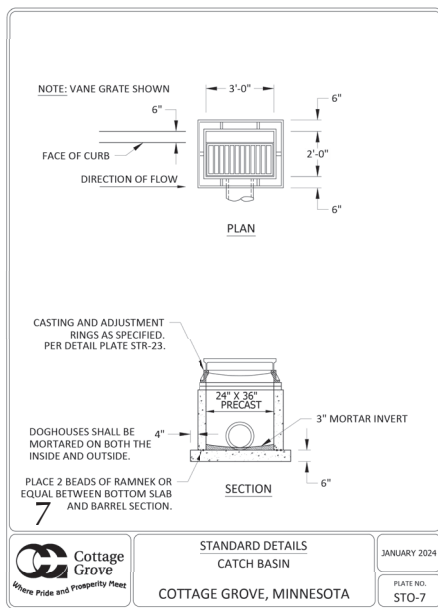
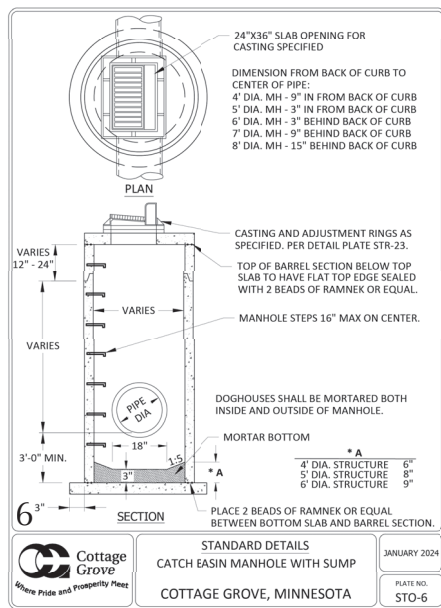
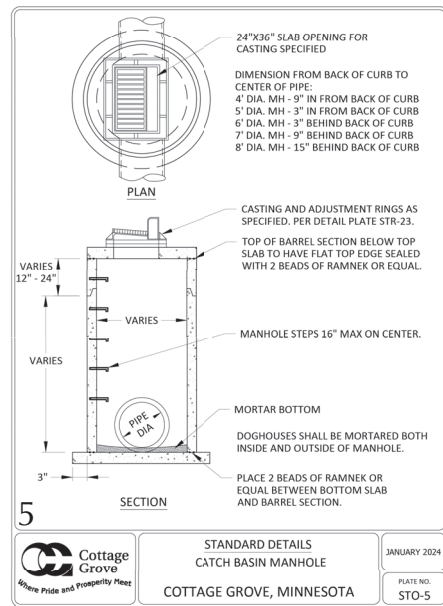
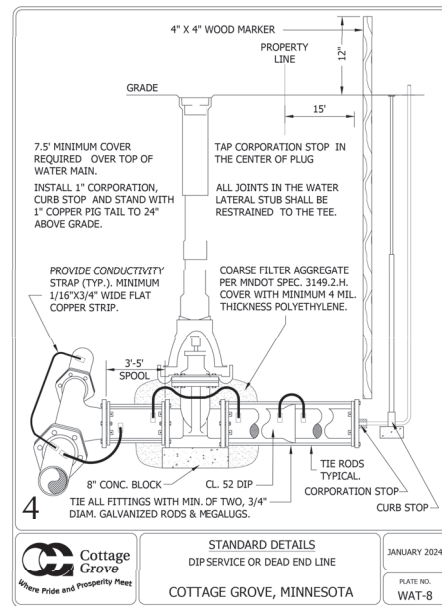
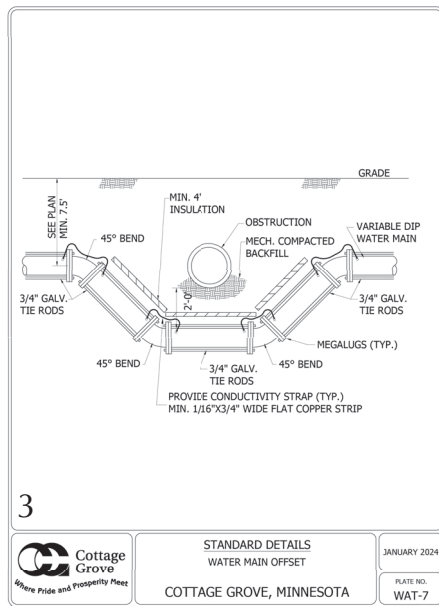
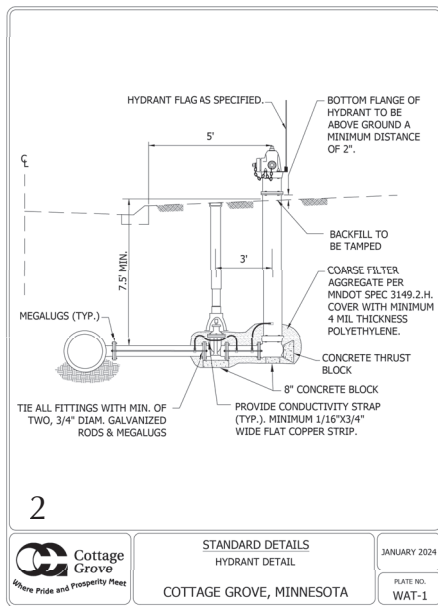
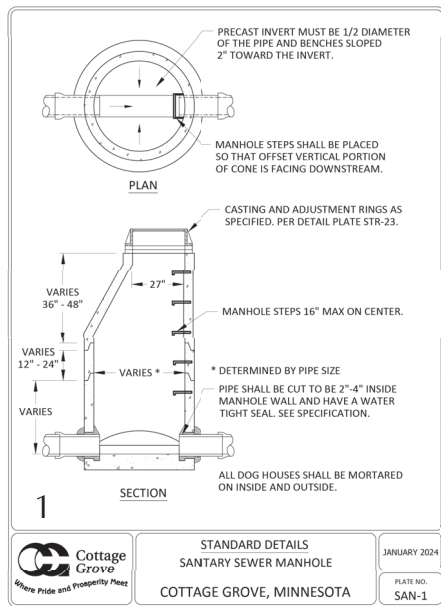
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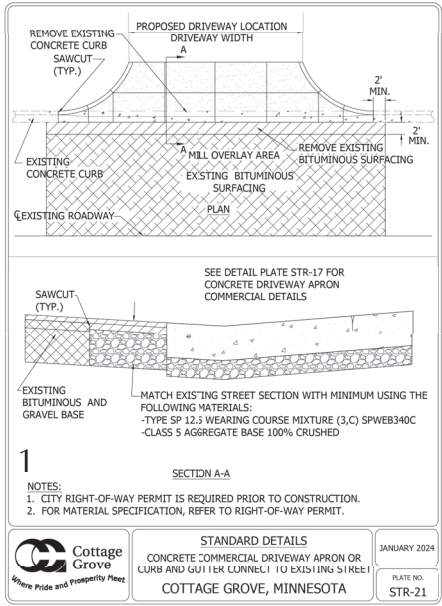
UTILITY PLAN

C4-1

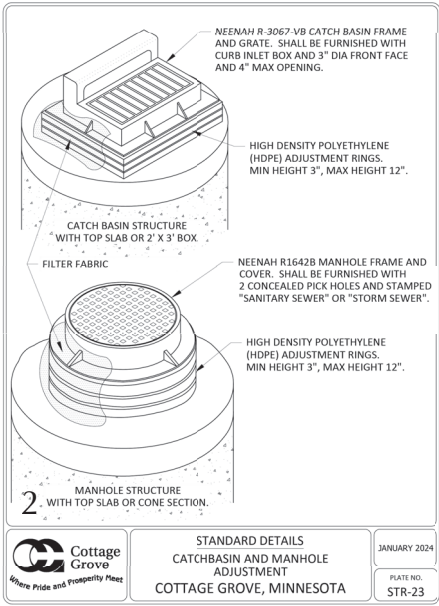




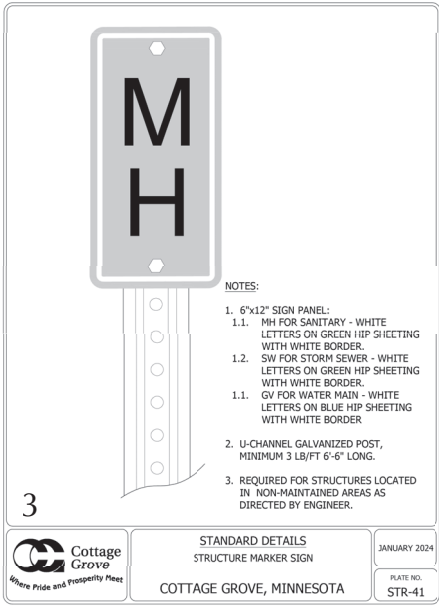
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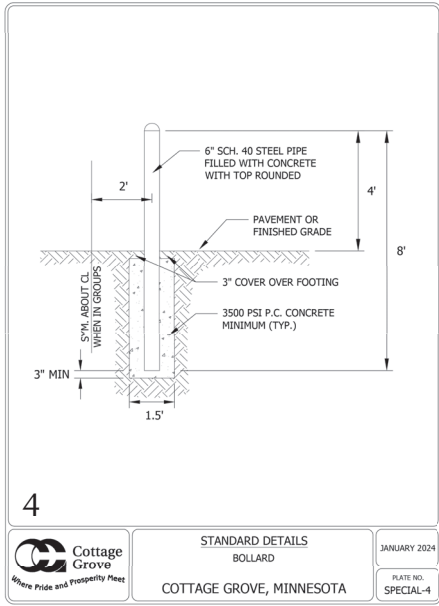
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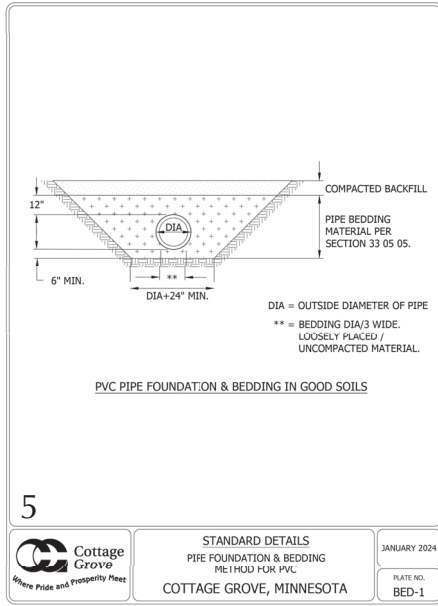
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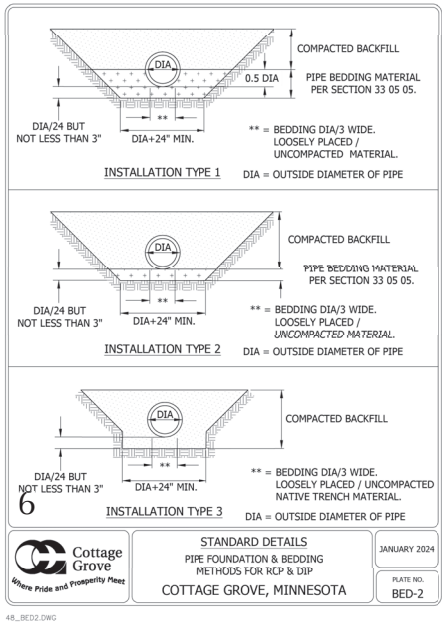
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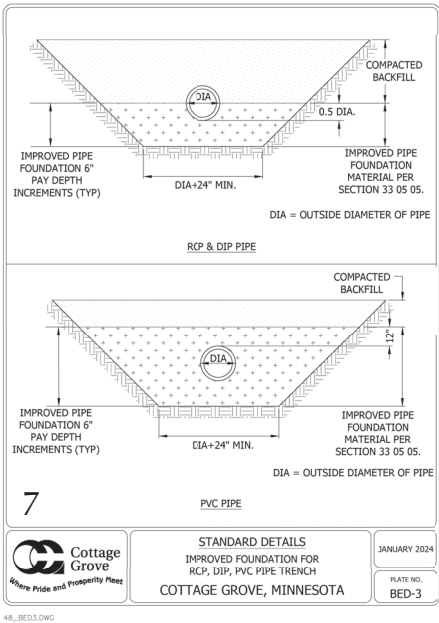
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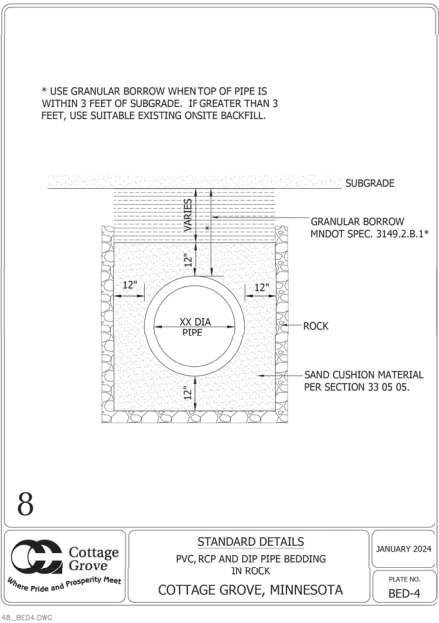
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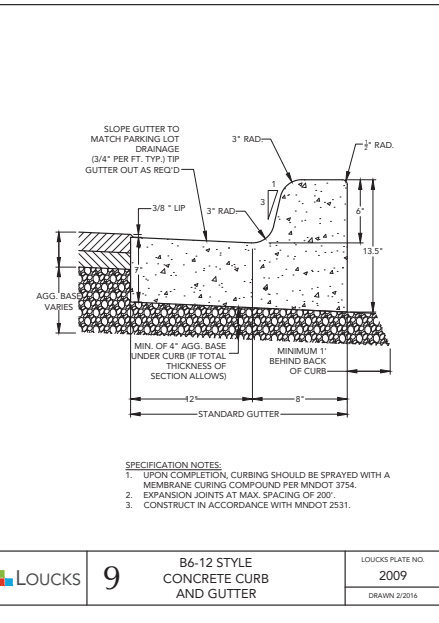
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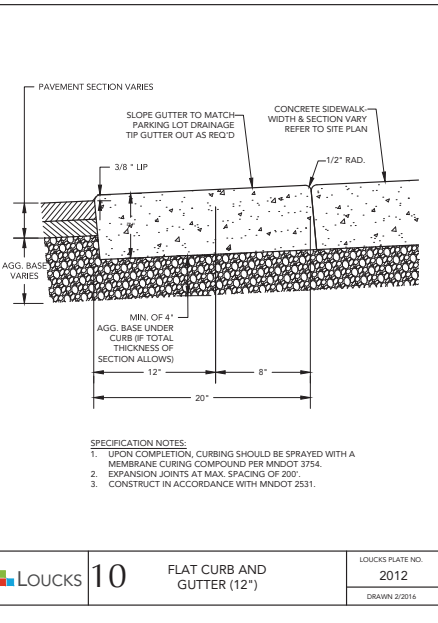
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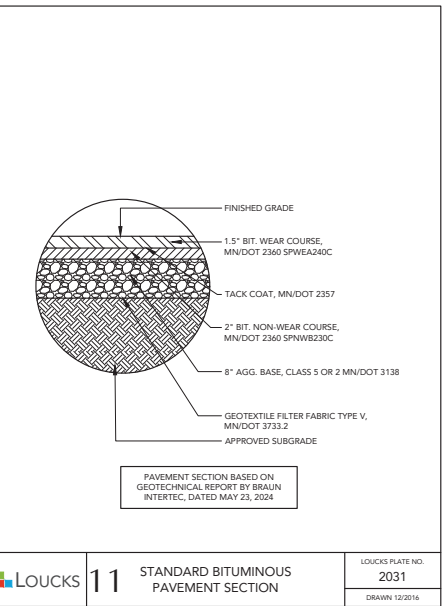
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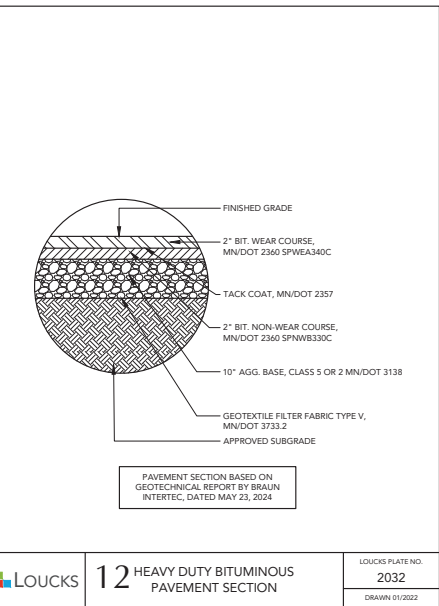
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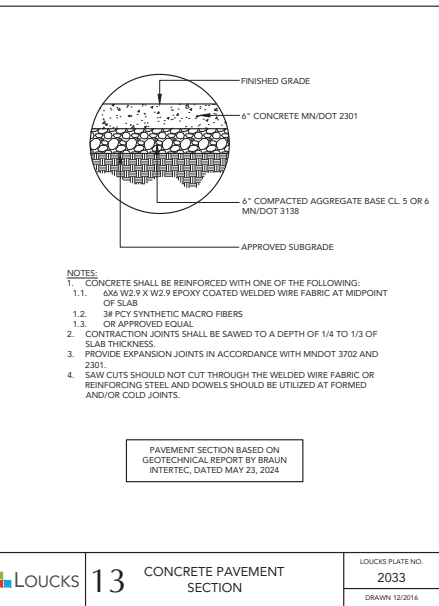
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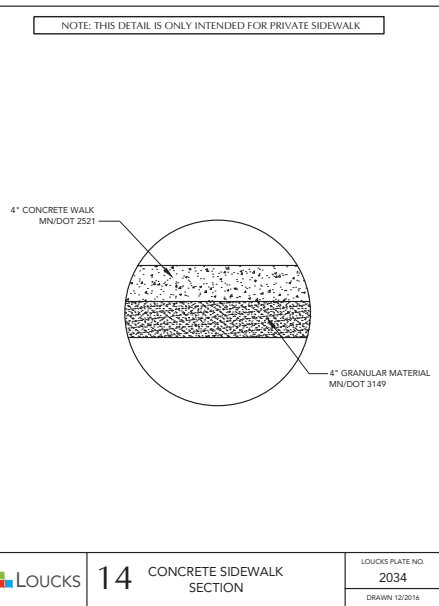
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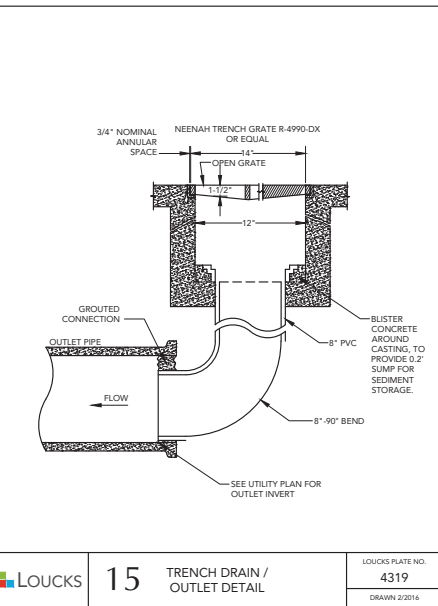
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SUBMITTAL/REVISIONS

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PROGRESS SET.....01/15/2024
CITY RESUBMITTAL.....05/03/2024
CITY RESUBMITTAL.....07/01/2024
CITY RESUBMITTAL.....11/20/2024

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.

Loucks Project No. 023258.0A
Project Lead SRT
Drawn By LAH
Checked By SRT
Review Date 11/20/2024

QUALITY CONTROL

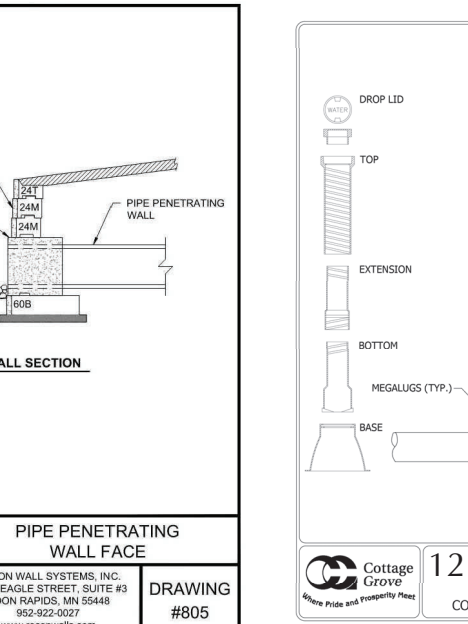
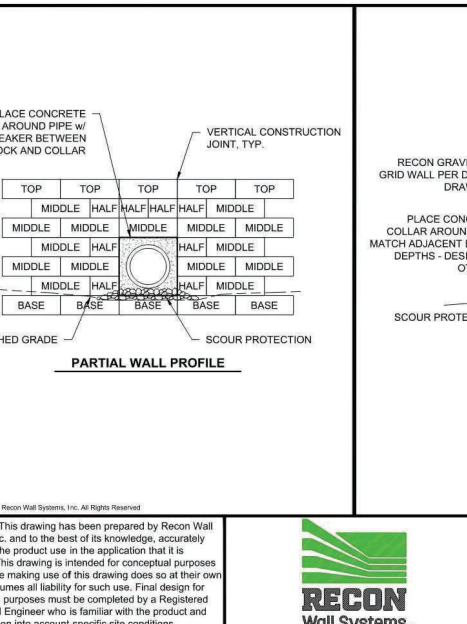
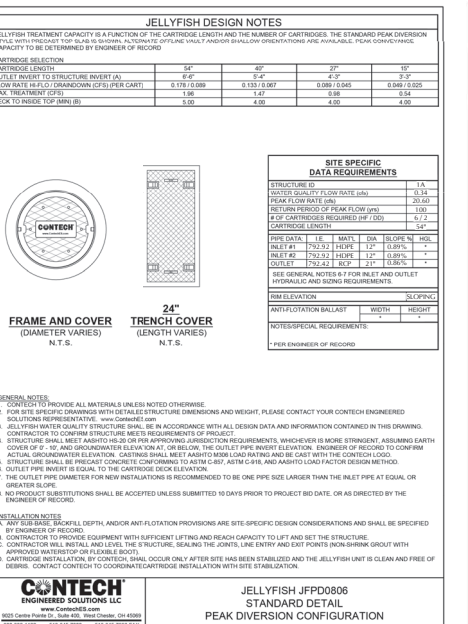
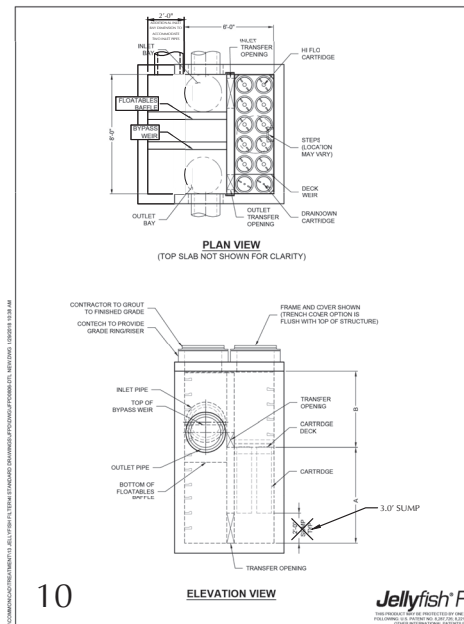
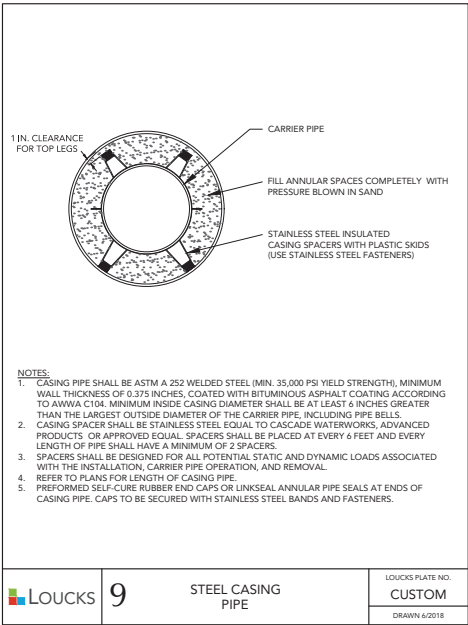
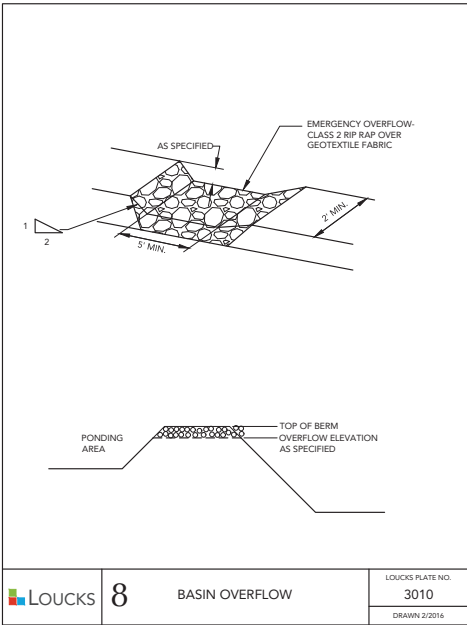
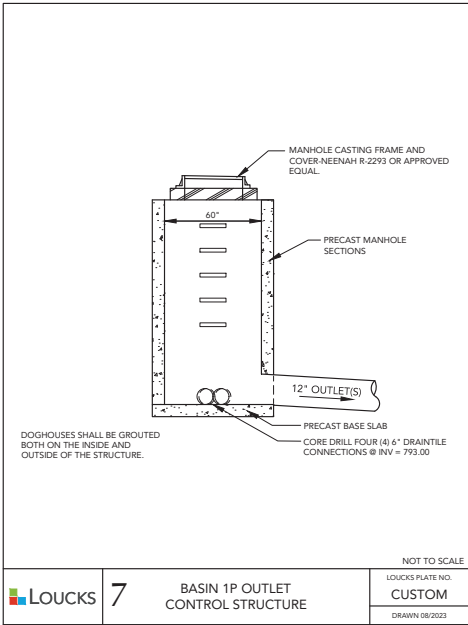
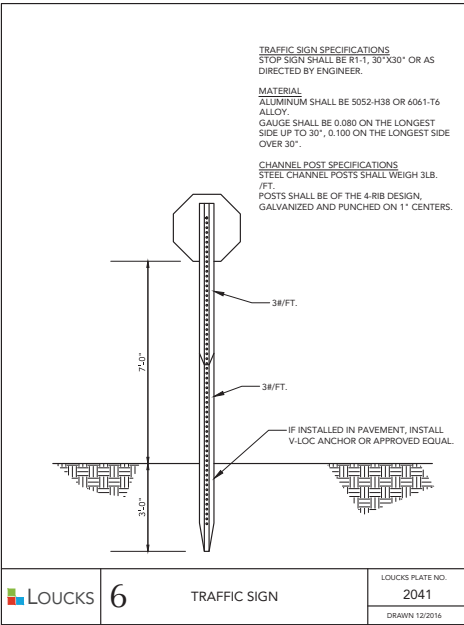
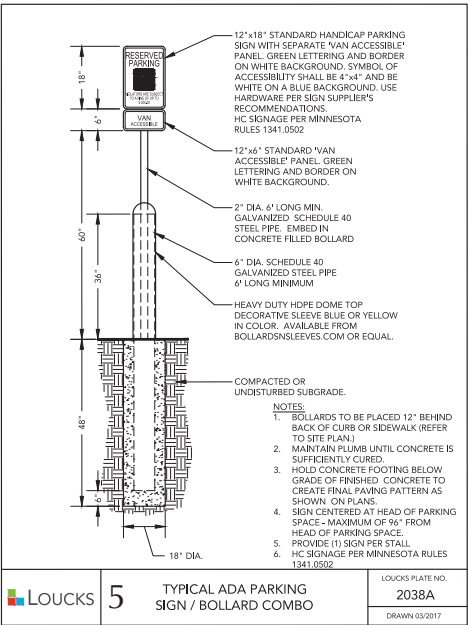
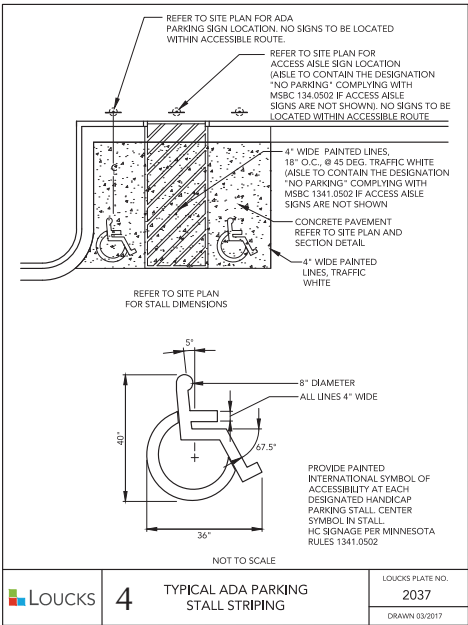
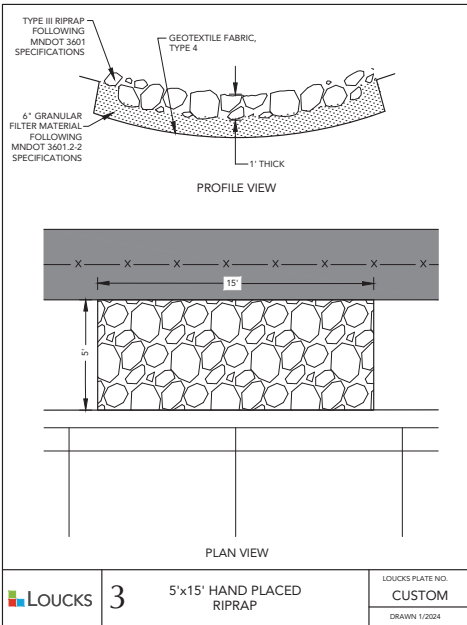
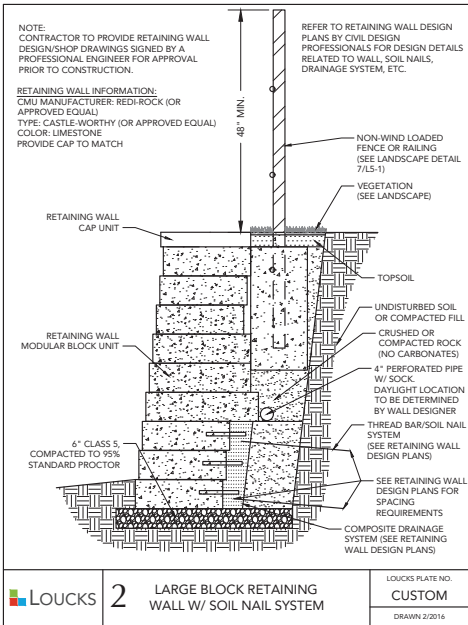
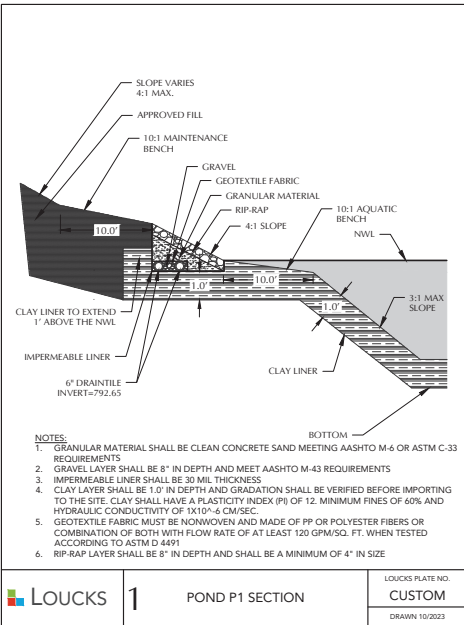
Loucks Project No. 023258.0A
Project Lead SRT
Drawn By LAH
Checked By SRT
Review Date 11/20/2024

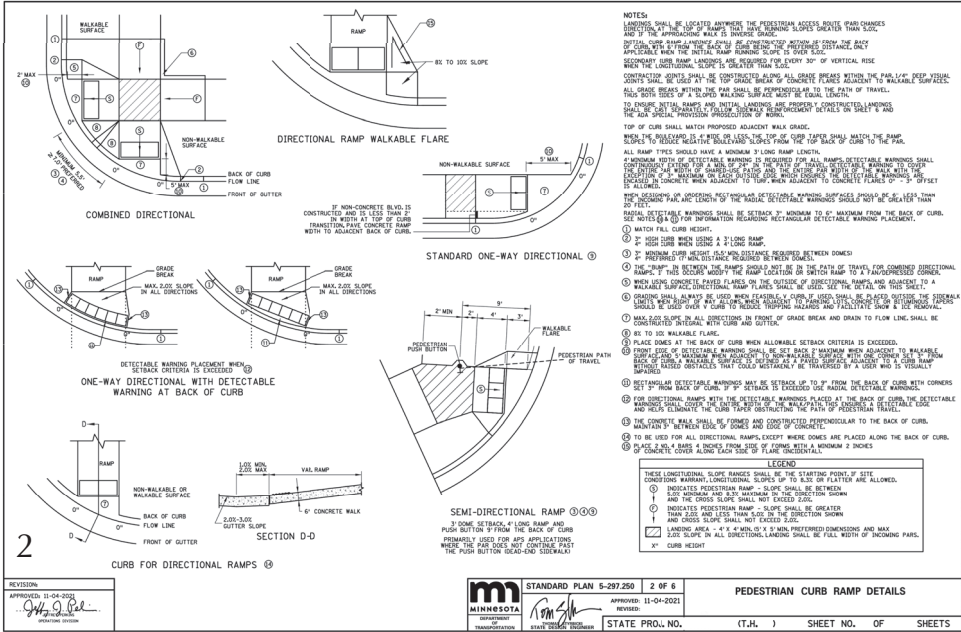
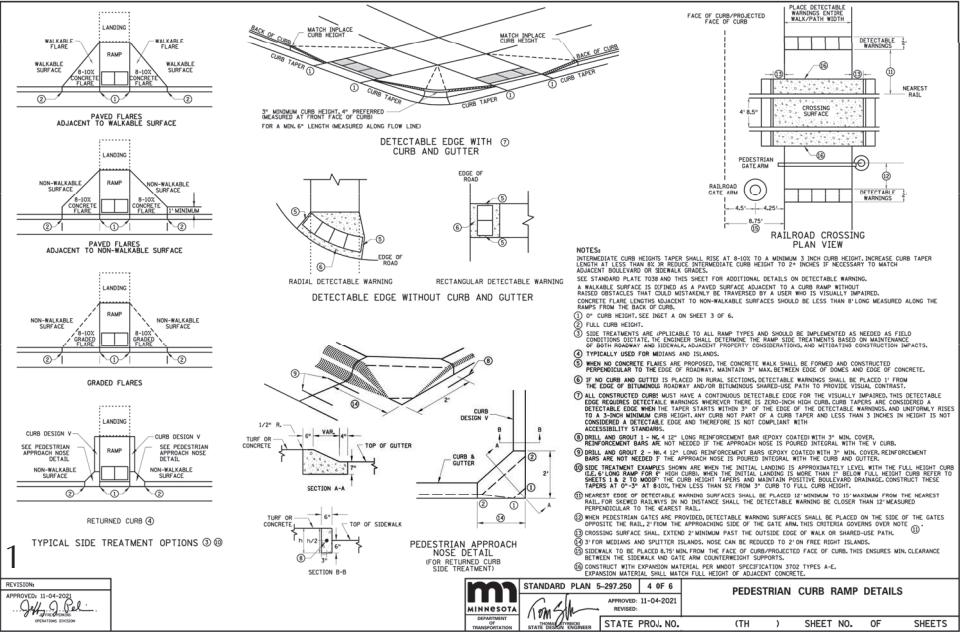
SHEET INDEX

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 NOTES
C3-3.....SWPPP NOTES
C4-1.....UTILITY PLAN
C8-1.....C8-4.....CIVIL DETAILS
C8-2.....TREE PRESERVATION PLAN
C8-3.....TREE INVENTORY SCHEDULE
L1-1.....LANDSCAPE PLAN
L1-2.....LANDSCAPE SCHEDULES
L5-1.....LANDSCAPE DETAILS

CIVIL DETAILS

C8-2





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CITY SUBMITTAL	11/15/2023
PROGRESS SET	01/19/2024
CITY RESUBMITTAL	05/03/2024
CITY RESUBMITTAL	07/01/2024
CITY RESUBMITTAL	11/20/2024

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.

PRELIMINARY

56088

QUALITY CONTROL

Locks Project No. 023258.0A

Project Lead SRT

Drawn By LAH

Checked By SRT

Review Date 11/20/2024

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C8-1.....C8-4.....CIVIL DETAILS

L0-1.....TREE PRESERVATION PLAN

L0-2.....TREE INVENTORY SCHEDULE

L1-1.....LANDSCAPE PLAN

L1-2.....LANDSCAPE SCHEDULES

L1-3.....LANDSCAPE DETAILS

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	OUTSIDE PROPERTY LINE	HARDWOOD	x	
16	Hackberry	10.5	INCH	GOOD	OUTSIDE PROPERTY LINE	HARDWOOD		X
17	Elm, American	12.0	INCH	GOOD		SOFTWOOD	x	
18	Hackberry	8.0	INCH	GOOD	OUTSIDE PROPERTY LINE	HARDWOOD		X
19	Hickory, bitternut	12.5	INCH	GOOD	OUTSIDE PROPERTY LINE	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	OUTSIDE PROPERTY LINE	HARDWOOD		X
29	Oak, bur	7.5	INCH	GOOD	SIGNIFICANT	HARDWOOD		X
30	Oak, bur	11.5	INCH	GOOD	OUTSIDE PROPERTY LINE	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	OUTSIDE PROPERTY LINE	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	OUTSIDE PROPERTY LINE	HARDWOOD	x	
80	Hackberry	12.0	INCH	GOOD	OUTSIDE PROPERTY LINE	HARDWOOD	x	

NAME	SPECIES	DBH	INCH	CONDITION	CLASSIFICATION	TYPE	REMOVED	REMAIN
81	Elm, American	8.5	INCH	GOOD	OUTSIDE PROPERTY LINE	SOFTWOOD		X
82	Catalpa	17.5	INCH	FAIR	OUTSIDE PROPERTY LINE	SOFTWOOD	x	
83	Catalpa	13.5	INCH	FAIR	OUTSIDE PROPERTY LINE	SOFTWOOD	x	
84	Cherry, black	6.0	INCH	FAIR	OUTSIDE PROPERTY LINE	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	OUTSIDE PROPERTY LINE	HARDWOOD		X
101	Locust, black	9.0	INCH	GOOD	OUTSIDE PROPERTY LINE	HARDWOOD		X
102	Locust, black	7.5	INCH	FAIR	OUTSIDE PROPERTY LINE	HARDWOOD		X
103	Locust, black	9.0	INCH	GOOD	OUTSIDE PROPERTY LINE	HARDWOOD		X
104	Locust, black	7.5	INCH	GOOD	OUTSIDE PROPERTY LINE	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	
114	Oak, bur	11.0	INCH	GOOD	OUTSIDE PROPERTY LINE	HARDWOOD	x	
115	Oak, bur	13.0	INCH	GOOD	OUTSIDE PROPERTY LINE	HARDWOOD	x	
116	Hackberry	18.0	INCH	GOOD	OUTSIDE PROPERTY LINE	HARDWOOD	x	
117	Hackberry	16.0	INCH	GOOD	OUTSIDE PROPERTY LINE	HARDWOOD	x	
118	Hackberry	20.0	INCH	GOOD	OUTSIDE PROPERTY LINE	HARDWOOD	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

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.....	
.....	
.....	
.....	

PROFESSIONAL SIGNATURE

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PRELIMINARY

License No. 52050

DATE

QUALITY CONTROL

Loucks Project No. 23258.0A

Project Lead NWE

Drawn By KRH/KVK

Checked By NWE

Review Date 11/20/2024

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TREE INVENTORY SCHEDULE

L0-2

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Drawn By KRW/KWK
Checked By NWE
Review Date 11/20/2024

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L1-2.....LANDSCAPE SCHEDULES
L1-3.....LANDSCAPE DETAILS



CALL BEFORE YOU DIG!

Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166



0 20 40
SCALE IN FEET

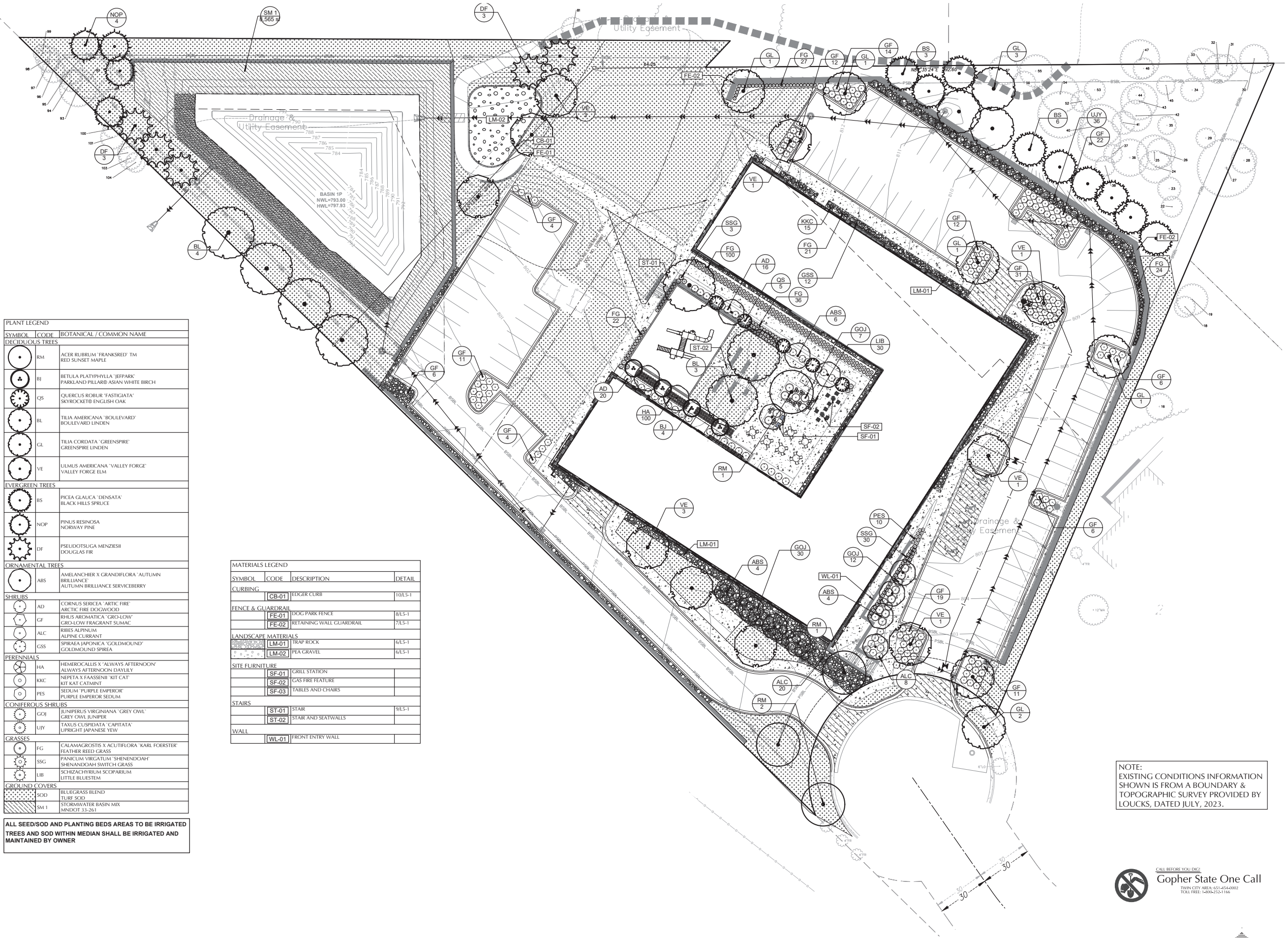
WARNING:

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.

LANDSCAPE PLAN

L1-1



PLANT LEGEND		
SYMBOL	CODE	BOTANICAL / COMMON NAME
DECIDUOUS TREES		
	RM	ACER RUBRUM 'FRANKSRED' TM RED SUNSET MAPLE
	BJ	BETULA PLATYPHYLLA 'JEPPARK' PARKLAND PILLAR® ASIAN WHITE BIRCH
	QS	QUERCUS ROBUR 'FASTIGIATA' SKYROCKET® ENGLISH OAK
	BL	TILIA AMERICANA 'BOULEVARD' BOULEVARD LINDEN
	GL	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LINDEN
	VE	ULMUS AMERICANA 'VALLEY FORGE' VALLEY FORGE ELM
EVERGREEN TREES		
	BS	PICEA GLAUCA 'DENSATA' BLACK HILLS SPRUCE
	NOP	PINUS RESINOSA NORWAY PINE
	DF	PSEUDOTSUGA MENZIESII DOUGLAS FIR
ORNAMENTAL TREES		
	ABS	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE SERVICEBERRY
SHRUBS		
	AD	CORNUS SERICEA 'ARTIC FIRE' ARCTIC FIRE DOGWOOD
	GF	RHUS AROMATICA 'GRO-LOW' GRO-LOW FRAGRANT SUMAC
	ALC	RIBES ALPINUM ALPINE CURRANT
	GSS	SPIRAEA JAPONICA 'GOLDMOUND' GOLDMOUND SPIREA
PERENNIALS		
	HA	HEMEROCALLIS X 'ALWAYS AFTERNOON' ALWAYS AFTERNOON DAYLILY
	KKC	NEPETA X FAASSENII 'KIT CAT' KIT KAT CATMINT
	PES	SEDUM 'PURPLE EMPEROR' PURPLE EMPEROR SEDUM
CONIFEROUS SHRUBS		
	GOJ	JUNIPERUS VIRGINIANA 'GREY OWL' GREY OWL JUNIPER
	UIY	TAXUS CUSPIDATA 'CAPITATA' UPRIGHT JAPANESE YEW
GRASSES		
	FG	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' FEATHER REED GRASS
	SSG	PANICUM VIRGATUM 'SHENENDOAH' SHENENDOA H SWITCH GRASS
	LIB	SCHIZACHYRIUM SCOPARIUM LITTLE BLUESTEM
GROUND COVERS		
	SOD	BLUEGRASS BLEND
	TURF SOD	TURF SOD
	SM 1	STORMWATER BASIN MIX MINDOT 33-261

ALL SEED/SOD AND PLANTING BEDS AREAS TO BE IRRIGATED
TREES AND SOD WITHIN MEDIAN SHALL BE IRRIGATED AND
MAINTAINED BY OWNER

PLANT SCHEDULE								
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SIZE	NOTES	
DECIDUOUS TREES								
	RM	4	ACER RUBRUM 'FRANKSRED'™	RED SUNSET MAPLE	B & B	2.5" CAL		
	BJ	4	BETULA PLATYPHYLLA 'JEFPARK'	PARKLAND PILLAR® ASIAN WHITE BIRCH	B & B	2.5" CAL		
	QS	5	QUERCUS ROBUR 'FASTIGIATA'	SKYROCKET® ENGLISH OAK	B & B	2.5" CAL		
	BL	7	TILIA AMERICANA 'BOULEVARD'	BOULEVARD LINDEN	B & B	2.5" CAL		
	GL	9	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	B & B	2.5" CAL		
	VE	10	ULMUS AMERICANA 'VALLEY FORGE'	VALLEY FORGE ELM	B & B	2.5" CAL		
		39	SUBTOTAL:					
EVERGREEN TREES								
	BS	9	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	B & B	6' HGT.	FULL FORM	
	NOP	4	PINUS RESINOSA	NORWAY PINE	B & B	6' HGT.		
	DF	5	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	B & B	6' HGT.	FULL FORM	
		18	SUBTOTAL:					
ORNAMENTAL TREES								
	ABS	14	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	B & B	1.5" CAL		
		14	SUBTOTAL:					
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SIZE	NOTES	SPACING
SHRUBS								
	AD	36	CORNUS SERICEA 'ARTIC FIRE'	ARCTIC FIRE DOGWOOD	5 GAL	24" HGT		48" o.c.
	GF	156	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL	24" SPRD		48" o.c.
	ALC	20	RIBES ALPINUM	ALPINE CURRANT	5 GAL	24" HGT		48" o.c.
	GSS	12	SPIRAEA JAPONICA 'GOLDMOUND'	GOLDMOUND SPIREA	5 GAL	24" HGT		36" o.c.
		224	SUBTOTAL:					
PERENNIALS								
	HA	100	HEMEROCALLIS X 'ALWAYS AFTERNOON'	ALWAYS AFTERNOON DAYLILY	CONT.	#1		18" o.c.
	KKC	19	NEPETA X FAASSENII 'KIT CAT'	KIT KAT CATMINT	1 GAL			24" o.c.
	PES	10	SEDUM 'PURPLE EMPEROR'	PURPLE EMPEROR SEDUM	1 GAL			24" o.c.
		129	SUBTOTAL:					
CONIFEROUS SHRUBS								
	GOJ	49	JUNIPERUS VIRGINIANA 'GREY OWL'	GREY OWL JUNIPER	5 GAL	18" SPRD		60" o.c.
	UIY	36	TAXUS CUSPIDATA 'CARPATIA'	UPRIGHT JAPANESE YEW	10 GAL	36" HGT		60" o.c.
		85	SUBTOTAL:					
GRASSES								
	FG	229	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	1 GAL			24" o.c.
	SSG	39	PANICUM VIRGATUM 'SHENENDOAH'	SHENANDOAH SWITCH GRASS	1 GAL			30" o.c.
	LIB	30	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	1 GAL			18" o.c.
		298	SUBTOTAL:					
SYMBOL	CODE		BOTANICAL NAME	COMMON NAME	CONT.	SIZE	NOTES	SPACING
GROUND COVERS								
	SOD		BLUEGRASS BLEND	TURF SOD	SOD		SEE SPECIFICATIONS	
	SM 1		STORMWATER BASIN MIX	MNDOT 33-261	SEED	SEED	SEE SPECIFICATIONS	

ALL SOD AND PLANTING BEDS AREAS TO BE IRRIGATED

MATERIAL SCHEDULE							
SYMBOL	CODE	DESCRIPTION	DETAIL	MATERIAL	FINISH	COLOR	
CURBING							
	CB-01	EDGER CURB	10/L5-1	CONCRETE- CIP	STANDARD	STANDARD	
FENCE & GUARDRAIL							
	FE-01	DOG PARK FENCE	8/L5-1	ALUMINUM	POWDER COAT	BLACK	
	FE-02	RETAINING WALL GUARDRAIL	7/L5-1	ALUMINUM	POWDER COAT	BLACK	
SYMBOL	CODE	DESCRIPTION	DETAIL	MATERIAL	FINISH	COLOR	COMMENTS
LANDSCAPE MATERIALS							
	LM-01	TRAP ROCK	6/L5-1	STONE	WASHED	NATURAL	1.5" TRAP ROCK
	LM-02	PEA GRAVEL	6/L5-1	STONE	3/8" RIVER ROCK	NATURAL	
SYMBOL	CODE	DESCRIPTION	DETAIL	MATERIAL	MANUFACTURER	MODEL	COMMENTS
SITE FURNITURE							
	SF-01	GRILL STATION		METAL/CONCRETE	CUSTOM		
	SF-02	GAS FIRE FEATURE		METAL	LIFETIME EMBERS	LE-36-CAS	WEIGHS 330, 36IN. DIAMETER AND 15IN. TALL
	SF-03	TABLES AND CHAIRS					
SYMBOL	CODE	DESCRIPTION	DETAIL	MATERIAL	FINISH	COLOR	
STAIRS							
	ST-01	STAIR	9/L5-1	CONCRETE - CIP	SEE DETAIL	STANDARD	
	ST-02	STAIR AND SEATWALLS		CONCRETE - CIP	SEE DETAIL	STANDARD	
WALL							
	WL-01	FRONT ENTRY WALL		CMU BLOCK/STONE VENEER	SEE DETAIL	SEE DETAIL	

TREE PLANTING REQUIREMENTS:

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

TREE MITIGATION REQUIREMENTS

WITHIN PROPERTY LINE
INCHES REMOVED ABOVE
THRESHOLD : 36"

36" = 14 TREES @ 2.5" CAL.

TREE CALCULATION:
1 PER 40 LINEAR FEET OF SITE PERIMETER

SITE PERIMETER = 1942 LF
REQUIRED TREES = 49
+TREE REPLACEMENT = 14
TOTAL REQUIRED TREES = 63
TOTAL TREES PROPOSED = 64

OUTSIDE PROPERTY LINE
INCHES REMOVED: 65.5"
(EXCLUDED FROM TOTALS)

CITY REQUIRES 1:1
REPLACEMENT RATE IN
THIS INSTANCE

SHRUB REQUIREMENTS:

1 PER 5 LINEAR FEET OF SITE PERIMETER

SITE PERIMETER = 1942 LF
REQUIRED SHRUBS = 389 SHRUBS
TOTAL SHRUBS PROPOSED = 309
(SEE L1-2 FOR SCHEDULE)

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.

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant's professional services for use solely with respect to this project. These CADD files shall not be used on other projects, nor submitted to the project, nor 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 instrumental or instrumental 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 that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims and liabilities.

SUBMITTAL/REVISIONS

CITY SUBMITTAL	11/15/2023
PROGRESS SET	01/15/2024
CITY RESUBMITTAL	05/03/2024
CITY RESUBMITTAL	07/01/2024
CITY RESUBMITTAL	11/20/2024
.....	
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.....	
.....	

PROFESSIONAL SIGNATURE

I hereby certify that this plan, specification or map was prepared by me or under my direct supervision and that I am a duly Licensed Landscaping Architect in the State of Minnesota.

License No. 52050

QUALITY CONTROL

Loucks Project No. 23258.0A
Project Lead NWFE
Drawn By KRW/KWK
Checked By NWFE
Review Date 11/20/2024

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LANDSCAPE SCHEDULES

L1-2

COTTAGE GROVE
MULTI-FAMILY

6850 E POINT DOUGLAS RD S.
COTTAGE GROVE, MN 55016



PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

12755 Highway 55, Suite R100
Plymouth, MN 55441
763.424.5505
www.loucksinc.com



LANDSCAPE INSTALLATION:

GENERAL NOTES

COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.

NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS. REMOVE ALL FLAGGING AND LABELS FROM PLANTS.

IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR GUARANTEE, THE CONTRACTOR MUST BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND / OR INSTALLATION.

PROTECT ALL EXISTING TREES ON SITE SCHEDULED TO REMAIN. IF EXISTING TREES ARE DAMAGED IN ANY MANNER, ABOVE OR BELOW GROUND IN THE ROOT SYSTEM, AN ASPHALTIC TREE PRUNING PAINT SHOULD BE APPLIED IMMEDIATELY AFTER WOUNDING.

SOIL & GROUND COVER

ALL PLANTING AREAS RECEIVING PLANTED GROUND COVER, PERENNIALS, ANNUALS, AND/OR VINES SHALL RECEIVE A MINIMUM OF 24" DEPTH OF PLANTING SOIL (MNDOT 3877 - 28 OR EQUAL).

WHERE SOD / SEED ABUTS PAVED SURFACES, FINISHED GRADE OF SOD / SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.

SEED ALL AREAS DISTURBED DUE TO GRADING OTHER THAN THOSE AREAS NOTED TO RECEIVE SOD. SEED SHALL BE INSTALLED AND MULCHED AS PER MNDOT SPECS.

SOD ALL DESIGNATED AREAS DISTURBED DUE TO GRADING. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, THE SOD SHALL BE STAKED TO THE GROUND.

LANDSCAPE CONTRACTOR SHALL VERIFY THAT SOIL AND COMPACTION CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AT AND AROUND THE BUILDING SITE.

PLANTINGS INFO

ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN. UNLESS NOTED OTHERWISE, ALL SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED MINIMUM SHRUB HEIGHT OR WIDTH. ORNAMENTAL TREES SHALL HAVE NO V CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' ABOVE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 5' ABOVE FINISHED GRADE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL BE FULL FORM, NATURAL TO THE SPECIES, WITHOUT PRUNING.

PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR / ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR / ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR / ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.

ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. SHOULD AN ADJUSTMENT BE ADVISED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED.

PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND / OR QUOTATION.

WRAPPING MATERIAL SHALL BE CORRUGATED PVC PIPING 1" GREATER IN CALIPER THAN THE TREE BEING PROTECTED OR QUALITY, HEAVY, WATERPROOF CREPE PAPER MANUFACTURED FOR THIS PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.

FERTILIZER

ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH A 27-3-3 SLOW RELEASE FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS. PLANTS MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 27-3-3 AT 6 OZ PER 2.5" CALIPER PER TREE AND 3 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 27-3-3 THE FOLLOWING SPRING IN THE TREE SAUCER.

EDGING FOR PLANTING BEDS

BLACK METAL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS, AND ANNUALS WHERE BED MEETS SOD / SEED UNLESS NOTED OTHERWISE.

PLANTING BED PREPARATION

ALL ANNUAL AND PERENNIAL PLANTING BEDS TO RECEIVE 3" DEEP ROCK MULCH WITH NO WEED BARRIER.

ALL SHRUB BED MASSINGS TO RECEIVE 3" DEEP ROCK MULCH AND FIBER MAT WEED BARRIER.

ALL TREES NOT IN PLANTING BEDS TO RECEIVE 4" DEEP ROCK MULCH RING WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK.

SPREAD GRANULAR PRE EMERGENT HERBICIDE (GREEN OR EQUAL) PER MANUFACTURER'S RECOMMENDATIONS UNDER ALL MULCHED AREAS.

MAINTENANCE STRIPS TO HAVE EDGER AND MULCH AS SPECIFIED / INDICATED ON DRAWING OR IN SPECIFICATION.

INSPECTION AND WARRANTY

CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.

CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE / PEST CONTROL.

CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE (1) CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE.

WARRANTY (ONE (1) FULL GROWING SEASON) FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.

TIMING OF INSTALLATION

UNLESS NOTED OTHERWISE THE APPROPRIATE DATES FOR SPRING PLANT MATERIAL INSTALLATION AND SEED / SOD PLACEMENT IS FROM THE TIME GROUND HAS THAWED TO JUNE 15.

FALL SODDING IS GENERALLY ACCEPTABLE FROM AUGUST 15 - NOVEMBER 1. FALL SEEDING FROM AUGUST 15 - SEPTEMBER 15; DORMANT SEEDING IN THE FALL SHALL NOT OCCUR PRIOR TO NOVEMBER 1. FALL CONIFEROUS PLANTING MAY OCCUR FROM AUGUST 15 - OCTOBER 1 AND DECIDUOUS PLANTING FROM THE FIRST FROST UNTIL NOVEMBER 15. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED. ANY ADJUSTMENT MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

TREES ARE NOT TO BE PRUNED, REMOVED OR TRANSPLANTED BETWEEN APRIL 15 AND JULY 1. NOTIFY LANDSCAPE ARCHITECT IF THESE DATES ARE UNAVOIDABLE.

IRRIGATION NOTES:

VERIFY EXISTING / PROPOSED IRRIGATION SYSTEM LAYOUT AND CONFIRM COMPLETE LIMITS OF IRRIGATION PRIOR TO SUPPLYING SHOP DRAWINGS.

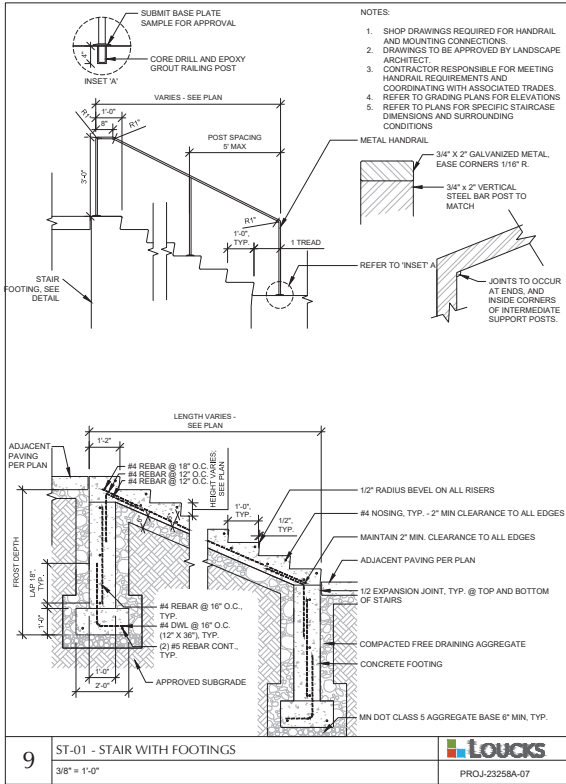
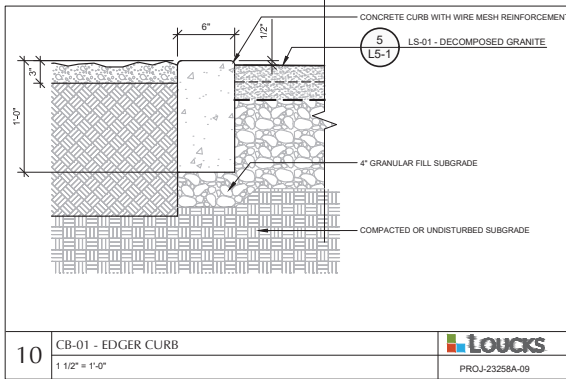
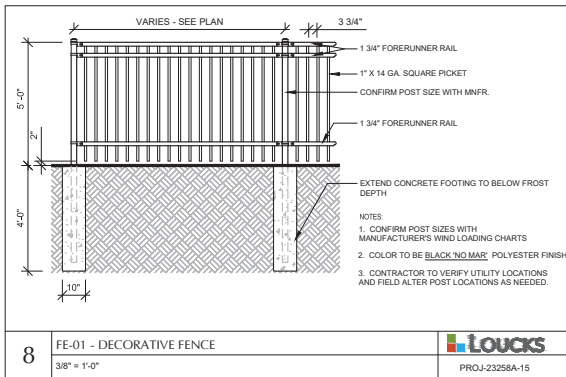
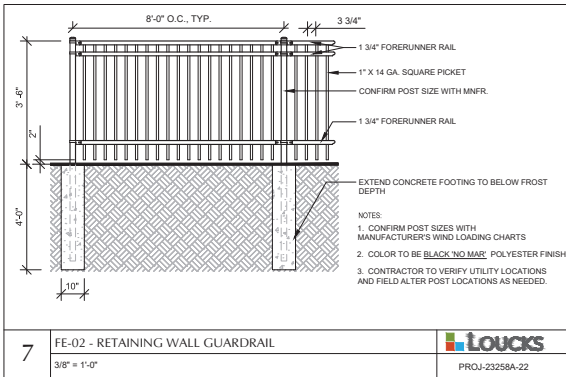
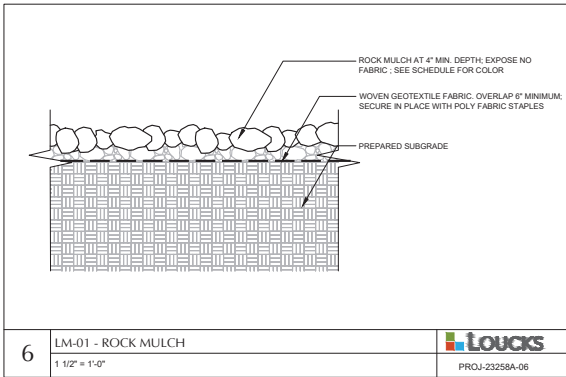
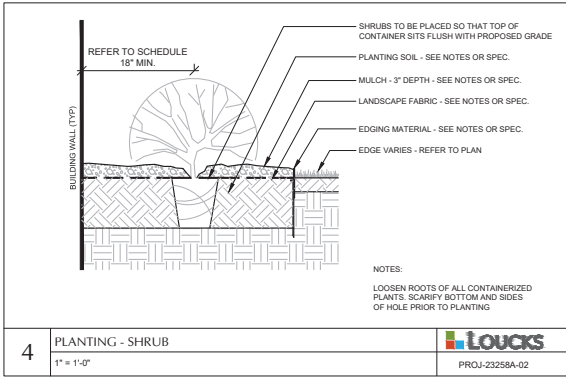
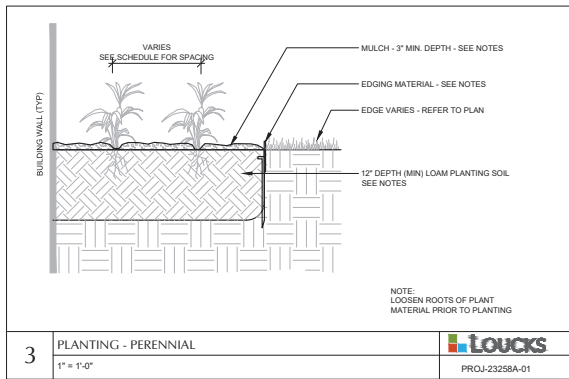
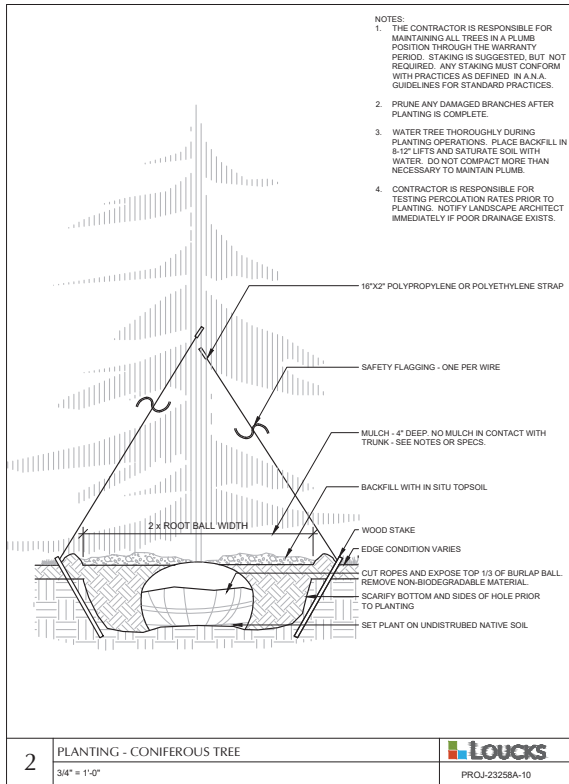
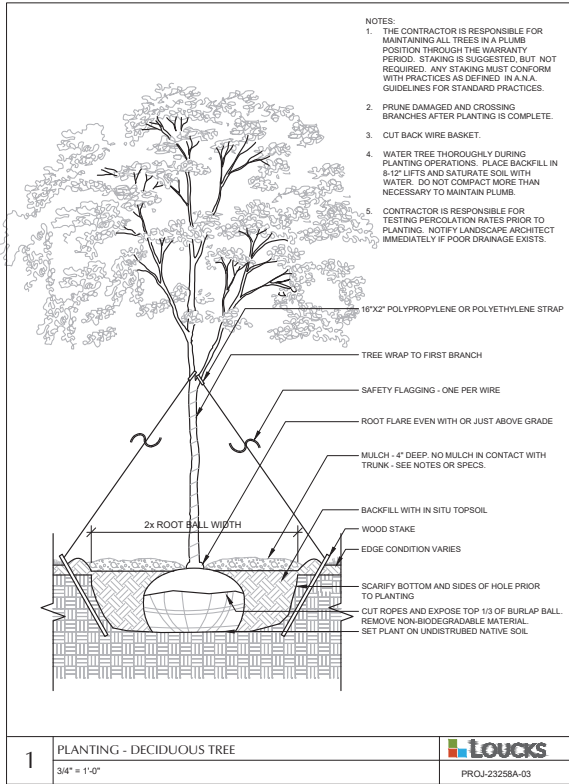
LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION LAYOUT PLAN AND SPECIFICATION AS A PART OF THE SCOPE OF WORK WHEN BIDDING. THESE SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDER AND / OR INSTALLATION. IT SHALL BE THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO INSURE THAT ALL SODDED / SEEDED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND ABUTTING BUILDING FOUNDATION.

THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIAL GROWTH REQUIREMENTS.

IRRIGATION SYSTEM IS NOT TO SPRINKLE ACROSS PAVEMENT NOR SHALL THE SYSTEM SPRINKLE THE BUILDING.

THE SYSTEM SHALL INCORPORATE A RAIN SENSOR INTO IRRIGATION SYSTEM.

PLANTINGS OUTSIDE THE LIMITS OF IRRIGATION ARE TO BE WATERED REGULARLY UNTIL PLANTING / SOD / SEED HAS BEEN ESTABLISHED.



COTTAGE GROVE MULTI-FAMILY

6850 E POINT DOUGLAS RD S, COTTAGE GROVE, MN 55016

ROERS COMPANIES

LOUCKS

PLANNING CIVIL ENGINEERING LAND SURVEYING LANDSCAPE ARCHITECTURE ENVIRONMENTAL

12755 Highway 55, Suite R100 Plymouth, MN 55441 763.424.5505 www.loucksinc.com

KW koos wilson architects

CADD QUALIFICATION

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SUBMITTAL/REVISIONS

CITY SUBMITTAL	11/15/2023
PROGRESS SET	01/15/2024
CITY RESUBMITTAL	05/03/2024
CITY RESUBMITTAL	07/03/2024
CITY RESUBMITTAL	11/20/2024

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 Landscaping Professional in the State of Minnesota.

Licensed Professional Landscaping Professional - LA 52050

QUALITY CONTROL

Loucks Project No. 23258.0A
Project Lead NWE
Drawn By KRW/KWK
Checked By NWE
Review Date 11/20/2024

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LANDSCAPE DETAILS

L5-1

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

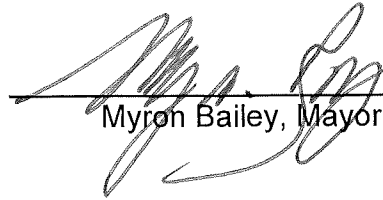
WHEREAS, the public hearing was open for public testimony and no one spoke for or against the application; and

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 de-watering 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

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2024-191

**A RESOLUTION RESCINDING RESOLUTION 2024-007 AND APPROVING
AN AMENDED 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 an amended 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, in 2023 Roers Companies applied for a preliminary plat, final plat, site plan review, and planned unit development for a proposed 144-unit multi-family apartment building; and

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; and

WHEREAS, the City Council unanimously (4-to-0 vote) approved the Site Plan Review and Planned Unit Development applications at their January 17, 2024, meeting as Resolution 2024-007; and

WHEREAS, in 2024, Roers Companies applied for an amended Site Plan Review.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby rescinds Resolution 2024-007 and approves the amended 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 11, 2024, 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.
6. Prior to closing on the purchase of Outlots A, C, and D the existing trail easement along the eastern property line shall be vacated.

Performance Standards

7. 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.

8. 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.
9. Rubbish, garbage, and recycling containers shall be stored indoors unless pickup is occurring.
10. No exterior storage shall be permitted.
11. Prior to the issuance of a building permit, the applicant shall provide an exterior material sample board for both building and retaining wall materials.
12. Prior to the issuance of a building permit planning staff shall approve all site fencing materials.
13. Prior to the issuance of a building permit a complete set of engineered retaining wall plans shall be submitted and approved by the City Engineer.
14. The entirety of the public trail access on the property shall be maintained by the property owner and remain open and accessible to the public.

Construction and Grading

15. All grading, drainage, erosion control, and utilities must conform to the final plans approved by the City Engineer.
16. 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.
17. Prior to the issuance of a grading permit the Applicant shall address any comments provided from the Minnesota Department of Transportation.
18. A grading permit and financial security are required prior to grading activity related to the project.
19. Prior to the issuance of a grading permit, the Applicant shall obtain temporary and permanent easements with neighboring properties as required for site grading and construction of the final plans.

Landscaping

20. 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.

21. 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.
22. 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.
23. Prior to the issuance of a building permit, planning staff and the City Forester shall review and approve a final tree inventory, landscape plan, and tree mitigation plan in writing. These plans shall include details and calculations for tree replacement within and outside the property lines of the project area and include an acknowledgement on the plans of mitigation paid as cash in lieu of planting,

Onsite Infrastructure Improvements

24. The Applicant is responsible for all maintenance, upkeep, and repair of all on-site paved surfaces, curbs, boulevards, sod and plantings. 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.
25. 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 de-watering or bypass pumping, etc. Any deviations from the above hours are subject to approval by the City.

26. 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.
27. 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.

28. The Applicant must provide the City with as-built surveys of all private and public utilities and grading prior to issuance of the certificate of occupancy.
29. 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.
30. Construction parking on East Point Douglas Road is prohibited.
31. The Applicant shall enter into a private stormwater facilities maintenance agreement with the City. The Applicant shall provide the City a maintenance plan for any proprietary stormwater best management practices.

Passed this 18th day of December 2024.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Real People. Real Solutions.

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

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

MEMORANDUM

Date: 12/11/2024
To: Amanda Meyer, PE
From: Mike Boex, PE
Andrew Olson, PE
Subject: Roers Companies/6850 East Point Douglas Rd
City of Cottage Grove, MN
Project No.: 0N1.132797

This memo summarizes the review site development documents submitted by Loucks, dated 11/20/24.

Civil and Landscaping Plans:

Sheet C2-1:

1. Tip out curb is shown on the legend but is not shown on the plans. Please indicate each location of tip out curb. We understand this will be addressed in an upcoming submittal.
2. As submitted, the internal site sidewalk system provides connection to the natural trail system north of the development. Please clarify how the use of sidewalks will be communicated to the general public, connecting the natural trail system north of the site to East Point Douglas Road. (e.g. additional signage). A trail maintenance agreement will be required for the segment of public pedestrian walkway within the private property for developer to maintain said walkway.
3. Additional discussion with parks department regarding new proposed trail connection to the natural trail within Camels Hump Park is occurring and additional comments may follow.
4. Please provide the detail for CMU block wall on the south/west side of the site adjacent to MnDOT right-of-way.

Sheet C3-1:

5. Retaining wall: The city has previously provided numerous comments related to the retaining wall. Final wall design will need to be approved by the city engineer.
 - a. A previous response from the developer on 8/5/24 indicated easements would be obtained for 10-ft rock bolts. While a temporary easement is depicted along the eastern property line, there does not appear to be enough room for 10-ft rock bolts without permanent easement. This should be clarified in future submittals.
 - i. Since final approval of the wall plans has not occurred, it should be noted that additional easements may be necessary than what are currently depicted on the submitted plan.

- b. The proposed grading impacts avoid PID 0702721410008 to the north. This parcel has a conservation easement over it so it should continue to be avoided with the final wall design.
- 6. Runoff from the offsite drainage area (13.4 acres) is now proposed to be collected behind the proposed retaining wall on the north side of the site. Provide more detail on the proposed structure, including casting/inlet grate. Ensure the inlet capacity can handle the 100-yr event as proposed.
- 7. Permits: Please provide copies of the following permits:
 - a. MnDOT permit for storm sewer construction within MnDOT right-of-way
 - b. Gas pipeline permit for various encroachments; parking lot, storm sewer, retaining wall and soil nails, etc.

Sheet C4-1:

- 8. Sump Structures
 - a. Please include a sump on STMH-4.
 - b. Please include a sump on CBMH-13 instead of MH-12 for accessibility within the parking lot.
- 9. Include a hydrant flushing pad for onsite hydrants per city standard detail STR-37.

Sheet L1-1:

- 10. Maple trees are not allowed in the public right-of-way. Please use one of the approved trees in the list attached to this memo.

Other:

- 11. Photometrics plan:
 - a. City code states: *Reflected glare of spill light shall not exceed 0.5 foot-candle as measured on the property line when abutting any residential parcel.* Please revise the photometrics plan accordingly.

Stormwater:

- 12. Pond Access
 - a. Please evaluate accessibility to pond for maintenance as it appears access requires navigating curb, possible parked vehicles, and two retaining walls to gain access.
- 13. Rational Design: Rational design includes a 100-year design intensity.
 - a. The rational design table and the Pipe Sizing Exhibit (Appendix E) show large drainage areas of 4.9 and 7.3 acres for CBMH 5A and CBMH 13, respectively. Figure 3 shows an offsite drainage area from the upstream ravine of 13.6 acres. How is this offsite drainage area being split between the CBMH 5A and CBMH 13? Please explain and show the full drainage areas for these catch basins on the Pipe Sizing Exhibit.
 - b. Flow to two of the catch basins seem too high to be realistically collected by a single catch basin. Please describe whether these catch basins will include high-capacity inlet grates and explain the expected depth at the grate required to pass the design flow.

- i. CBMH 13 appears to take runoff of approximately 17-18 cfs for a 5-yr rainfall, which would require about 2.5 feet of head on the grate orifice to be collected.
- ii. CBMH 5A includes runoff of approximately 11-12 cfs for a 5-yr rainfall, which would require about 1.1 feet of head on the grate orifice to be collected.

14. Sheet C8-3:

- a. Detail 7 Sheet C8-3 lists manhole casting Neenah R-2293 for the Basin 1P outlet structure. This casting has 1.6 square feet of opening (per Neenah Catalog). HydroCAD is simulating this opening as a 27" diameter horizontal orifice with an open area of about 4 sq. ft. Please choose a larger casting to match the HydroCAD or reduce the orifice size in HydroCAD to match the R-2293 waterway area.
- b. A 6" Drintile is shown on Detail 1 with an invert elevation of 792.65 and the drintile invert is shown as 793.0 on Detail 7. The drintile at 792.65 is also simulated in HydroCAD, but appears to be lower than the downstream outlet pipe. Please show the correct elevation in the plans and be consistent with the HydroCAD model.

15. Freeboard:

- 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. Garage GFE = 799.08. Sheet C3-1 shows Top of Wall at 799 as EOF for surface runoff located across from the garage entry. Please work to provide the 1-foot of sideyard freeboard below the crest elevation to the garage.
 - ii. Garage: Freeboard should be provided to the HWL and EOF of Basin 1P as the area is hydraulically connected to the proposed basin.
 - iii. The top of the retaining wall adjacent to Basin 1P and the parking lot has a low point in the wall at 97.56, which is below the basin HWL. Please confirm the design intent.