

CITY COUNCIL WORK SESSION AGENDA

**AFTON CITY COUNCIL CHAMBERS
3033 St. Croix Trail South**

**October 14, 2019
At 5:00 p.m.**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA – October 14, 2019 Council Work Session**
- 4. CITY COUNCIL BUSINESS**
 - A. Review of the Planning Commission's PLCD Ordinance Recommendations**
 - B. River Road Sewer Project**
 - C. Updates**
- 5. Adjourn**

A quorum of one or more City commissions or committees may be present to receive information at this meeting

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date October 14, 2019

Council Memo

To: Mayor Palmquist and City Council Members

From: Ron Moorese, City Administrator

Date: October 2, 2019

Re: Review and Clarification of Elements of the Preservation and Land Conservation Development (PLCD) Ordinance

Review of Preservation and Land Conservation Development (PLCD) Ordinance Elements

Planning Commission Review

During the review of the Afton Creek Preserve PLCD subdivision application, a number of elements of the PLCD ordinance were found to be unclear and in need of clarification and/or revision. The City Council referred these ordinance elements to the Planning Commission for review and recommendations. The Planning Commission reviewed the PLCD ordinance elements over the past several months. Provided below is an outline of the results of the Planning Commission's review of the PLCD ordinance elements. The Planning Commission's recommendations are shown in bold. Additional recommendations from staff are shown in bold italics.

City Council Feedback

Prior to preparing an amendment to the PLCD ordinance that reflects the Planning Commission's recommended clarifications, additions and revisions, the Planning Commission is requesting feedback from the Council regarding the Commission's recommendations, including any items the Council disagrees with, and any items the Council wants to add.

Planning Commission Discussion and Recommendations

- A. Outlots prohibited unless they are subject to a conservation easement
The Planning Commission agreed with the clarification that the open space outlots in a PLCD are allowed to be created as outlots. **The Commission also agreed that the ordinance language that currently prohibits outlots on cul de sacs should be revised to indicate outlots are prohibited unless the outlot is under a conservation easement.**
- B. A PLCD Requires a Conditional Use Permit
The Planning Commission agreed with the clarification/correction that a PLCD requires a Conditional Use Permit rather than an Administrative Permit
- C. Maximum of 4 lots per Quarter-Quarter Section for a PLCD
The Planning Commission discussed that, although the Comprehensive Plan, under the housing and land use policies, specifically indicates that with a PLCD the maximum density is 4 units per qtr-qtr section, this language is not found anywhere in the zoning code. The zoning code indicates 3 lots per qtr-qtr section and a property owner needs a minimum of 30 acres in a qtr-qtr section to independently subdivide to create an additional lot. **The Commission agreed the zoning code should be revised to include the language allowing a maximum of 4 lots per qtr-qtr section for a PLCD, but a developer cannot independently include a portion of a qtr-qtr section in a PLCD unless the developer owns a minimum of 30 acres in the**

qtr-qtr section. Otherwise, all property owners in a qtr-qtr section are required to make application for and sign an approved plat.

D. Retain current definition of cul-de-sac

The Planning Commission agreed that the current definition of cul de sac is reasonable and sufficient and should be retained. The Commission also agreed that cross references to the cul-de sac language should be added to the PLCD language.

The definition of cul de sac is as follows:

Sec. 12-1256 Definitions

Cul-de-sac means a street or portion of a street with one vehicular entrance/outlet leading directly to a through street, and having one turnaround at a single termination.

E. Retain current maximum of nine lots on a cul de sac

The Planning Commission agreed that the current maximum of nine lots on a cul de sac is reasonable and acceptable and should be retained. The Planning Commission agreed that, while the maximum length of a cul de sac may be exceeded within a PLCD, this language does not specifically allow, and should not allow, a proportional addition to the number of lots on a longer cul de sac. As part of the Commission's discussion, there was a comment suggesting that limiting the number of lots on a cul de sac could limit flexibility and result in unintended consequences, such as the use of a loop road placed through the open space parcel or connecting to an existing subdivision.

F. Importance of limiting the future further subdivision of the lots in a PLCD

The Planning Commission discussed methods of prohibiting the future further subdivision of the lots in a PLCD. **As required by the conditions of approval of the Afton Creek PLCD, the Home Owners Association (HOA) restrictive covenants prohibit the subdivision of lots without the prior approval of the HOA Board, the approval of the owners in the Association at an Association meeting, and the approval of any government agencies having jurisdiction over the property. If, at some point in the future, the City would change its ordinances to allow smaller lots, any subdivision would still require approval of the HOA Board and the owners in the Association. The Planning Commission agreed that language similar to the HOA covenants language should be added to the PLCD ordinance. It was also suggested that the language should require that a supermajority of the owners in the HOA would be needed for approval of further subdividing the lots. The Commission also requested that additional efforts be made to identify additional methods of preventing the future subdivision of the PLCD lots. The Commission raised the question of whether the Minnesota Land Trust could be given veto authority over any HOA covenant changes that would allow the subdivision of the PLCD lots.**

G. Conservation Easement

1. The Planning Commission approved the following ordinance language changes to clarify the conservation easement language, to conform the language to statutory limitations regarding the holders of conservation easements, and to clarify the Land Trust's role:

Sec. 12-2380. Final development plan.

E. The applicant(s) shall grant a Conservation Easement which shall run with the land in perpetuity to the City of Afton, all of the owners of the lots and parcels to be created in the PLCD, all land owners of property within Afton abutting the PLCD and the Minnesota Land Trust (or similar independent third party approved by the City of Afton), which restricts the lots and parcels, as well as the development rights on the undeveloped parcel(s), within the PLCD to the number of dwelling units approved for the PLCD and the land cover and use approved by the City of Afton as a part of this PLCD. The Land Trust shall review and approve the HOA covenants". "The MN Land Trust (or

similar independent third party approved by the City of Afton) shall provide a written statement that they will agree to the conservation easement over the land prior to final PLCD approval.”

2. The Planning Commission agreed that additional language should be added to the PLCD ordinance to clarify and strengthen the language regarding the conservation easement. The ordinance language should include more thorough language regarding the constraints on the use of the open space parcels. The conservation easement also needs to be specific vs. vague regarding what is allowed on the open space parcel. The Planning Commission discussed the need to provide a definition of the open space natural area in the PLCD ordinance, including the types of constraints to be placed on the open space parcel.

Language from the Conservation Easement document regarding the constraints on the use of the open space parcel could be included in the PLCD ordinance. *This language includes an identification of the natural, scenic and open space qualities of the protected property that are to be protected as “conservation values”, a description of the conservation purpose of the easement, a listing of specific restrictions on the use of the property, and habitat management according to a Habitat Management Plan.* (This language is attached for the Council’s reference.)

The Conservation Easement references a Habitat Management Plan that is provided by the Land Trust to provide recommendations for the ecological restoration or enhancement of associated wildlife habitat on the open space parcel(s). This plan is intended to be the basis for a working partnership between the land owner and the Land Trust.

The PLCD ordinance should include the following requirements:

- *the identification of conservation values for the protected property*
- *a description of the conservation purpose of the easement*
- *a listing of restrictions on the use of the property*
- *habitat management according to a Habitat Management Plan.*

H. Use of a parcel subdivided to its maximum density

The general consensus of the Planning Commission was that a parcel subdivided to its maximum density may be used in a PLCD but cannot be used in the calculation of density or in meeting the open space requirement, but only if it helps to accomplish conservation design goals. Based on this general consensus, the Planning Commission approved the following recommendation:

“Parcels which contain their maximum permitted density or have been previously subdivided to their permitted density may be included in a PLCD but may not be included in density calculations or land preservation minimum requirements. Such parcel may be included in the PLCD if it allows for the best conservation design for the PLCD as determined by the City.”

I. Additional Performance Standards

The Commission reviewed the list of conditions in Resolution 2018-59, to determine if some should be included as performance standards in the PLCD ordinance. The following were recommended to be added as performance standards:

- Pre-development seeding with a prairie grass/wildflower mix shall be provided on all lots and on the open space parcels.
- The Developer shall enter into a Developer’s Agreement with the City regarding the installation of required improvements, and shall provide financial guarantees as required in Sections 12-1471 to 12-1476 of the subdivision ordinance.

- The homeowner's association restrictive covenants shall contain a provision that in the event the homeowner's association becomes insolvent or ceases operating control shall at its option be transferred to the city of Afton or another method of succession shall be dictated by the City.
- The homeowner's association documents shall contain a waiver of assessment appeal running in favor of the city.
- The provision in the homeowner's association restrictive covenants allowing changes in lots upon the vote of 2/3 of the residents shall be changed to comply with Afton's requirements.
- The public walking paths shall be added to the Final Development Plan.
- The city of Afton shall be a named insured on the homeowner association insurance policy and the policy shall cover those risks identified by the city, including but not limited to coverage for personal injuries and any other losses occurring as a result of the public use of the walking trails on the conservation area.
- The homeowner's association shall be required to indemnify and hold the city of Afton harmless from all losses incurred as a result of the public's use of the conservation area walking trails.
- Covenant amendment provisions in the homeowner's restrictive covenants permitting changes after a certain number of years have passed shall be amended to remove the current conflict with restrictions on future subdivision of PLCD lots and other provisions of Afton's ordinances.
- Residential lots shall be subject to restrictive covenants in favor of the other lot owners in the development and the City of Afton requiring that 60% of each lot remain planted in natural prairie, forbs, shrubs and trees, and appropriate language shall be inserted in the homeowners association documents to ensure enforcement of the maintenance of the lots in accordance with these requirements.
- The final plat application shall include estimated initial costs including but not limited to grading, surface water controls and roads and also a final cost estimate, both of which shall be subject to approval by the city's engineers.
- No final plat approval shall occur until both the development contract and the tri-party agreement between the developer, the city and the Minnesota Land Trust has been executed by all parties.
- All new streets shall be named in accordance with the Washington County street naming conventions.

J. Park Dedication

While not provided by staff to the Planning Commission as an issue to be reviewed, the Council may want to further clarify that the normal park dedication requirement must be met regardless of the requirement to preserve 50% of the land as open space, and regardless of whether the general public has access to the open space.

K. Shared driveways

The Planning Commission discussed allowing a shared driveway as an alternative to a PLCD to enable a subdivision to serve two or three very large lots, with the condition that a conservation easement be placed on the lots to preserve the open space and natural features and prevent future subdivision of the lots.

The Commission agreed the shared driveway concept could be another method of facilitating large lot development under the following conditions:

- a maintenance agreement is required for the driveway
- a multi-party legal way to prevent further sub-division is required
 - Washington County does hold conservation easements on land with high priority natural resources. They may be open to holding conservation easements related to large lot subdivisions
- the number of lots allowed on a shared driveway is limited
- a park dedication is required
- a minimum driveway width is required based on the number of lots to be served.

CONSERVATION VALUES. Collectively and individually, the following natural, scenic and open space qualities of the Protected Property that are outlined below comprise its “Conservation Values:”

- The undeveloped and relatively natural character of the Protected Property provides significant habitat for a variety of fish, wildlife and plants.
- The undeveloped shoreline along Trout Brook helps maintain the water quality of the brook and provides near-shore habitat for a variety of aquatic plants, animals and natural communities.
- The open and natural character of the Protected Property provides scenic views enjoyed by the general public from 60th Street.

1. **CONSERVATION PURPOSE.** The Conservation Purpose of this Easement is to provide significant public benefit by preserving and protecting in perpetuity the Conservation Values of the Protected Property identified above as those values exist at the time of this conveyance and as they may evolve in the future.

This Conservation Purpose is accomplished by confining the development, management and use of the Protected Property to activities and improvements that are consistent with the preservation of these Conservation Values, by prohibiting activities and improvements that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Easement.

2. **RESTRICTIONS.** Any activity or improvement on or use of the Protected Property in a manner that may significantly impair or interfere with a Conservation Value of the Protected Property or that is inconsistent with the terms or the Conservation Purpose of this Easement is prohibited.

This specifically prohibits any future development that would interfere with or intrude upon the essential scenic quality of the Protected Property or the visual enjoyment of the open and natural character of the Protected Property by the general public.

Except as specifically permitted in section 3 of this Easement and without limiting the general prohibition above, restrictions imposed upon the Protected Property expressly include the following:

- 2.1. Industrial and Commercial Activity. No industrial or commercial use of the Protected Property is allowed.
- 2.2. Agricultural Use. Except as specifically provided in this section, no agricultural use of the Protected Property is allowed. This includes and prohibits tilling, plowing, commercially cultivating row crops, keeping or grazing livestock, haying, feedlots, tree farms, orchards or nurseries. This does not include or prohibit vegetation management activities allowed in section 2.13 of this Easement or vegetation management activities allowed in accordance with an approved habitat management plan as provided in section 3.2 of this Easement.
- 2.3. Residential Use and Development. No residential use or development of the Protected Property is allowed.
- 2.4. Division of the Protected Property. The Protected Property may not be divided, subdivided, or partitioned. The Protected Property may be conveyed only in its entirety as a single parcel under single ownership (joint or undivided) regardless of whether it now consists of separate parcels, was acquired as separate parcels, or is treated as separate parcels for property tax or other purposes.

The general prohibition set out above does not prohibit the following:

- a. The division of the Protected Property when a portion of the Protected Property is being conveyed to a conservation entity defined in section 7.1 of this Easement.
 - b. The correction or adjustment of boundary lines to resolve a bona fide ownership dispute.
- 2.5. Density. No portion of the Protected Property may be used to satisfy land area requirements for other property not subject to this Easement for purposes of calculating building density, lot coverage or open space under otherwise applicable laws, regulations, or ordinances controlling land use other than the plat of *Afton Creek Preserve*, recorded prior to this Easement. No development rights that have been encumbered or extinguished by this Easement may be transferred to any other property.
- 2.6. Rights of Way. No right of way shall be granted across the Protected Property by the Owner in conjunction with any industrial, commercial, or residential use or development of other land not protected by this Easement without the prior approval of the Co-Holders under the provisions of section 7.6 of this Easement.
- 2.7. Structures and Improvements. No temporary or permanent buildings, structures, utilities, roads or other improvements of any kind may be placed or constructed on the Protected Property except as specifically permitted in section 3 of this Easement or as set forth below:
- a. Utilities. Utility systems and facilities may be installed, maintained, repaired, extended and replaced to serve only uses and activities specifically permitted by this Easement or to serve the overall residential development of *Afton Creek Preserve*. This includes, without limitation, any systems and facilities necessary to provide and maintain on-site power, fuel, water, storm water drainage, waste disposal, and communication, but does not permit communication towers, wind turbines, or similar structures without the prior approval of the Co-Holders as provided in section 7.6 of this Easement.
 - b. Signs. No billboards or other signs may be placed or erected on the Protected Property except for small, unlighted signs for informational or interpretive purposes, and those signs required or authorized under this section. The Owner agrees to place and maintain appropriate signs along the boundaries of the Protected Property as designated by the Co-Holders and as provided in section 2.7.e below. Additionally, the Owner agrees that the Co-Holders may place signs on the Protected Property identifying the land as protected.

The Owner may, during the construction and development of *Afton Creek Preserve*, erect and maintain necessary promotional signs advertising lots and homes for sale within *Afton Creek Preserve*. Such signs shall be removed by the Owner from the Protected Property upon completion of the initial build-out of

Afton Creek Preserve.

- c. Roads. Currently, no roads or other rights of way exist on the Protected Property. No new roads, driveways or parking areas may be established or constructed on the Protected Property without the prior approval of the Co-Holders under the provisions of section 7.6 of this Easement.
 - d. Trails. Currently, no trails exist on the Protected Property. A generally circular, mowed hiking trail may be established and maintained in Outlot B of the Protected Property, with approval of the Co-Holders under the provisions of section 7.6 of this Easement; the trail may be used by pedestrians, but not bicycles or motorized vehicles. Any additional trails on the Protected Property will be subject to the approval of the Co-Holders under the provisions of section 7.6 of this Easement. Permitted trails may be established, maintained and used only in a manner that does not result in significant erosion and that does not impair or interfere with the natural habitat, water quality or scenic quality of the Protected Property.
 - e. Fences. Prior to beginning construction on the first residential lot in *Afton Creek Preserve*, the Owner shall permanently stake with iron monuments the corners of all residential lots that have a common boundary with the Protected Property. Also at that time, the Owner shall post small permanent signs near these monuments that state the Protected Property is permanently protected with a conservation easement in favor of the Co-Holders.
 - f. Removal of Existing Structures. At present, culverts, interior fences and remains of an old wooden bridge over Trout Brook exist in Outlot A of the Protected Property. In addition, a foundation from a historic building and remains of a root cellar are present in Outlot B. The Owner shall remove these structures and restore surface conditions to match adjacent lands prior to October 1, 2019.
- 2.8. Dumping. No trash, non-compostable garbage, debris, unserviceable vehicles or equipment, junk, other unsightly material or hazardous or toxic substances may be dumped or accumulated on the Protected Property. Remnant debris and junk from historic farming operations on the Protected Property, including among other things, old farm equipment, shall be removed by the Owner prior to October 1, 2019.
- 2.9. Mining and Extraction. No mining, drilling, exploring for, or removing any minerals, sand, gravel, rock, or fossil fuels from the Protected Property is allowed.
- 2.10. Topography and Surface Alteration. After the grading of *Afton Creek Preserve* is completed, no alteration or change in the topography or the surface of the Protected Property is allowed. This includes no ditching, draining or filling and no excavation or removal of soil or other material, except as incidental to the development of *Afton Creek Preserve* or activities or uses specifically permitted by this Easement.

This provision does not include or prohibit creation, maintenance, restoration or enhancement of wildlife habitat or native biological communities otherwise permitted under section 3 of this Easement.

An existing historic borrow pit is located in Outlot A and the remains of a root cellar is located in Outlot B. The Owner shall fill and contour, and restore vegetation onto these areas by October 1, 2019.

- 2.11. Water. With the exception of drainage easements reserved on the plat of *Afton Creek Preserve* and other drainage systems put in place on the residential Lots 1, 2, 4, 5, 6, 7 and 8 of Block 2, *Afton Creek Preserve*, no alteration, manipulation or diversion of natural watercourses, lakes, shorelines, wetlands or other surface or subsurface bodies of water or creation of new wetlands or water bodies is allowed except to restore or enhance wildlife habitat or native biological communities, to improve or enhance the function and quality of existing wetlands or water bodies or as specifically permitted in section 3 of this Easement.

Any alteration or creation of wetlands, watercourses or water bodies must be undertaken in accordance with a habitat management plan and detailed action plan approved by the Co-Holders under section 3 of this Easement.

No activities on or uses of the Protected Property that cause significant erosion or that significantly impair water quality or quantity are allowed.

- 2.12. Vegetation Management. No removal, cutting, pruning, trimming or mowing of any trees or other vegetation, living or dead, and no introduction of non-native species is allowed except as follows:
- a. In conjunction with the habitat management as specifically required in section 3.2 of this Easement.
 - b. As reasonably required to construct and maintain structures, trails and other improvements specifically permitted under this Easement and provided that following any construction disturbed vegetation shall be restored in a timely manner to a condition consistent with the Conservation Purpose of this Easement.
 - c. As minimally required to prevent or control insects, noxious weeds, invasive vegetation, disease, fire, personal injury or property damage.
 - d. Harvesting naturally occurring plant products (i.e. mushrooms, berries, nuts, herbs, prairie seed, etc.) in a manner that maintains a sustainable growth and reproduction cycle for the harvested plant populations and the surrounding vegetation.

Nothing in this section allows the intentional introduction of recognized invasive vegetation on the Protected Property. Section 2.12.c is intended to permit only

limited, small scale activities. Any larger scale activities on the Protected Property require an approved habitat management plan and an approved detailed action plan in accordance with section 3.2 of this Easement.

- 2.13. Vehicles. After the grading of *Afton Creek Preserve* is completed, no use of motorized vehicles on the Protected Property is allowed except in conjunction with habitat management or restoration or enhancement, or in conjunction with the creation or maintenance of permitted trails or structures, or the maintenance of utility and drainage systems on the Protected Property, provided that any resulting erosion or soil compaction is repaired and replanted after such vehicle use. This provision is not intended to prohibit the use of any emergency vehicle on the Protected Property.
3. RESERVED RIGHTS. The Owner retains all rights associated with ownership and use of the Protected Property that are not expressly restricted or prohibited by this Easement. The Owner may not, however, exercise these rights in a manner that impairs or interferes with the Conservation Values of the Protected Property. Additionally, the Owner must give notice to the Co-Holders before exercising any reserved right that might impair or interfere with a Conservation Value of the Protected Property.

Without limiting the generality of the above, the following rights are expressly reserved and the Owner may use and allow others to use the Protected Property as follows:

- 3.1. Right to Convey. The Owner may sell, give, lease, bequeath, devise, mortgage or otherwise encumber or convey the Protected Property. This right to convey the Protected Property is subject to the following provisions.
- a. Covered Transactions. Any lease, deed or other conveyance or any encumbrance of the Protected Property is subject to this Easement.
 - b. Notice to New Owner. The Owner will reference this Easement in any deed or other document by which the Owner conveys title to or any interest in the Protected Property.
 - c. Notice to Co-Holders. The Owner will notify the Co-Holders of any proposed conveyance of title to the Protected Property at least fifteen (15) days before closing. The Owner will also provide the Co-Holders with the name and address and telephone number of the new owner of the Protected Property and a copy of the deed transferring title within fifteen (15) days after closing. Notice and documents shall be sent to the Co-Holders in accordance with section 7.6 of this Easement.
 - d. Designated Representative. If the Protected Property is owned by an association of homeowners, the Owner shall provide the Co-Holders with the name and address of the contact person for the association. Additionally, the Owner shall provide the Co-Holders, on an annual basis, with a list of the current homeowners in *Afton Creek Preserve* with their mailing addresses.

- e. Notice of Action Affecting Easement. The Owner will also notify the Co-Holders of any proposed condemnation or any claim, legal proceeding, foreclosure or other legal action that might affect title to the Protected Property or the validity or enforceability of this Easement.

The enforceability or validity of this Easement will not be impaired or limited by any failure of the Owner to comply with this section 3.1.

3.2. Habitat Management. The Protected Property shall be used to create, maintain, restore, or enhance habitat for wildlife and native biological communities in accordance with a habitat management plan approved by the Co-Holders under the provisions of section 7.6 of this Easement. Specific habitat management, restoration or enhancement activities are permitted in accordance with an additional detailed action plan approved by the Co-Holders under the provisions of section 7.6 of this Easement that is consistent with the approved habitat management plan. The Owner may actively manage, enhance or restore the vegetation on the Protected Property only in accordance with this approved detailed action plan, or as otherwise permitted under section 2.12 of this Easement.

3.3. Recreational and Educational Uses. The Protected Property may be used for hiking, nature observation or study, and other non-intensive recreational and educational programs or activities that have no more than minimal impact on the Conservation Values of the Protected Property.

Minor rustic structures such as trail barriers, benches, picnic tables and informational kiosks that do not impair or interfere with the natural habitat (and the management thereof) or scenic qualities of the Protected Property may be placed on the Protected Property in conjunction with these activities.

4. CO-HOLDER'S RIGHTS AND REMEDIES. In order to accomplish the Conservation Purpose of this Easement to preserve and protect the Conservation Values of the Protected Property, the Co-Holders have the following rights and remedies:

- 4.1. Right to Enter. The Co-Holders have the right to enter the Protected Property at reasonable times and in a reasonable manner for the following purposes:
 - a. To inspect the Protected Property and to monitor compliance with the terms of this Easement.
 - b. To obtain evidence for use in seeking judicial or other enforcement of this Easement.
 - c. To survey or otherwise mark the boundaries of all or part of the Protected Property if necessary to determine whether there has been or may be a violation of this Easement.

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date October 14, 2019

Council Memo

To: Mayor Palmquist and City Council Members

From: Ron Moorse, City Administrator

Date: October 10, 2019

Re: River Road Sanitary Sewer Project

The River Road Sanitary Sewer Project is on the October 15 Council meeting to address issues and questions related to the Annie Perkins property. Because there are a number of somewhat complicated issues and questions, staff wanted to bring them to a work session to enable the Council to become familiar with the issues in advance of Council action at the Council meeting. City Engineer Nick Guilliams will attend the work session to provide information regarding the various issues.

The River Road Sanitary Sewer Project includes the installation of a gravity sewer line from the Perkins property at 4042 River Road and the Evanoff property at 4102 River Road to the lift station across River Road at the south end of the Evanoff property. The gravity line is needed to serve these two properties because the original 201 Project did not provide sewer service to these two properties.

Because the Perkins property needs an alternative to its existing septic system as soon as possible, Annie Perkins has worked with a utility contractor (Capra) to develop a plan to provide a solution this fall. The solution is that the utility contractor will install the gravity line to serve both the Perkins property and the Evanoff property this fall. Because Mr. Evanoff has agreed to grant an easement to allow the sewer line to be installed on his property, the disturbance to River Road would be minimized, which would enable the cost to be substantially less than estimated in the City's project.

Because the gravity line is a hybrid of a public sewer line and a private service line, a number of elements of the solution need to be clarified as part of the Council's consideration of the proposed solution. The following are the elements to be clarified

- Is the gravity line that will serve both the Perkins property and the Evanoff property a private service line or a public sewer line?
- Who should be responsible for the on-going maintenance of the gravity line?
- Who should be responsible for paying the cost of the construction of the gravity line?
- Should the Perkins property be allowed to connect directly to the service line, rather than through a septic tank that enables the solids to be settled out of the waste stream?

Private or Public Line?

A gravity sewer line was included in the project that was bid earlier this year. A bid for the project was not awarded due to high cost. A contractor is now being privately hired to construct a gravity sewer line to serve the Perkins property and a gravity sewer line to serve the Evanoff property. Each gravity line will serve one property, which is similar to a private service line. Private service lines normally are connected to a stub at the edge of the road right-of-way. Public sewer lines generally provide the stubs to which private service

lines are connected. There is no sewer stub available to the Perkins or Evanoff properties. The gravity lines will not be connected to a stub, but will connect directly to the lift station manhole. In the City's project, the gravity line was planned to be constructed within the River Road right-of-way, which is where public sewer lines are normally constructed. The gravity line is now proposed to be constructed partially on private property within a utility easement and partially in the public road right-of-way.

Who will be responsible for on-going maintenance of the gravity line?

Normally, the City is responsible for the maintenance of public sewer lines and property owners are responsible for maintaining private service lines.

Who should be responsible for paying the cost of the gravity line.

Generally, the City is responsible for the cost of public sewer lines and property owners are responsible for the cost of their private service lines.

Should the Perkins property be allowed to connect directly to the service line, rather than through a septic tank that enables solids to be settled out of the waste stream?

This gravity sewer line would enable the Perkins property to be connected to the public sewer system. However, until the existing gravity lines are replaced with larger diameter lines, the properties on River Road are continuing to use their septic tanks to enable the solids to settle out, so that only the liquids go into the sewer system. With the undersized gravity lines, if the solids were added to the waste stream, it could plug the lines and cause back-ups.

The continued use of the septic tank is a problem for the Perkins property, because the tank is not water-tight and is continually taking on ground water. A new septic tank would only be used for about 9 months, if the larger sewer project moves forward in 2020.

Capra's Utilities Inc.
 2340 Leibel Street
 White Bear Lake, MN 55110
 (651)762-2500
 mike@capras.com
 www.capras.com



Proposal

ADDRESS

Sue Polka
 City of Afton / WSB
 Engineering

PROPOSAL # 6251

DATE 04/24/2019

EXPIRATION DATE 10/30/2019

DESCRIPTION

AMOUNT

Services

Provide and install sewer service stubs for the homes at 4202 and 4102 River Rd S.

32,750.00

Services

Provide and install a new sewer services from the property line to the manhole in the street. We will directional bore these lines where possible.

We will provide and install two sewer clean out on the new sewer service for 4202 River Rd. We will provide and install a frame and casting over the clean outs to protect them from vehicular damage

We will saw cut the road, remove the asphalt and excavate to a depth of the existing invert elevation. We will core drill the existing manhole and install a water tight service weight gasket where the new pipes enter the manhole.

We will patch the road upon completion.

We will assume no responsibility for damage caused to any trees. Some trees may be impacted by the construction. We will do our best to minimize the impact to any trees or landscape.

There will be no site restoration of any type included except as specified.

We will final grade the site upon completion.

Services

We will deliver and spread 2 loads of pulverized black dirt upon completion.

Services

We will provide and install seed and cover straw over all excavated areas upon completion. Seed and straw is intended for erosion control purposes. Hydro seed can be installed if preferred.

We will include road closed to thru traffic signs at the end of the road. We will include barricades at the work site to block traffic. Any additional signage will be an additional charge. An advanced notice of road closure sign will be an additional charge of \$575.00 if requested.

Services

We are anticipating some ground water and may need rock to stabilize the pipe and trench. 1 load of rock is 17.5 ton, the cost of the rock is \$35.00 per ton. We will include up to 1 load of rock as needed if needed.

DESCRIPTION

AMOUNT

This price does not include solid rock excavation or drilling through any solid rock. Any solid rock excavation needed will be an additional charge of \$95.00 per cubic yard.

If you prefer to do a 6" main and two 4" services off of the 6" main, this can be done for an additional \$4,900.00. We would install a 6" clean out with a manhole frame and casting over it at the North end of the line for future maintenance. This price would not include installing manholes, manholes can be installed for an additional charge. We do not feel a manhole would be necessary on this line that is only serving two residence.

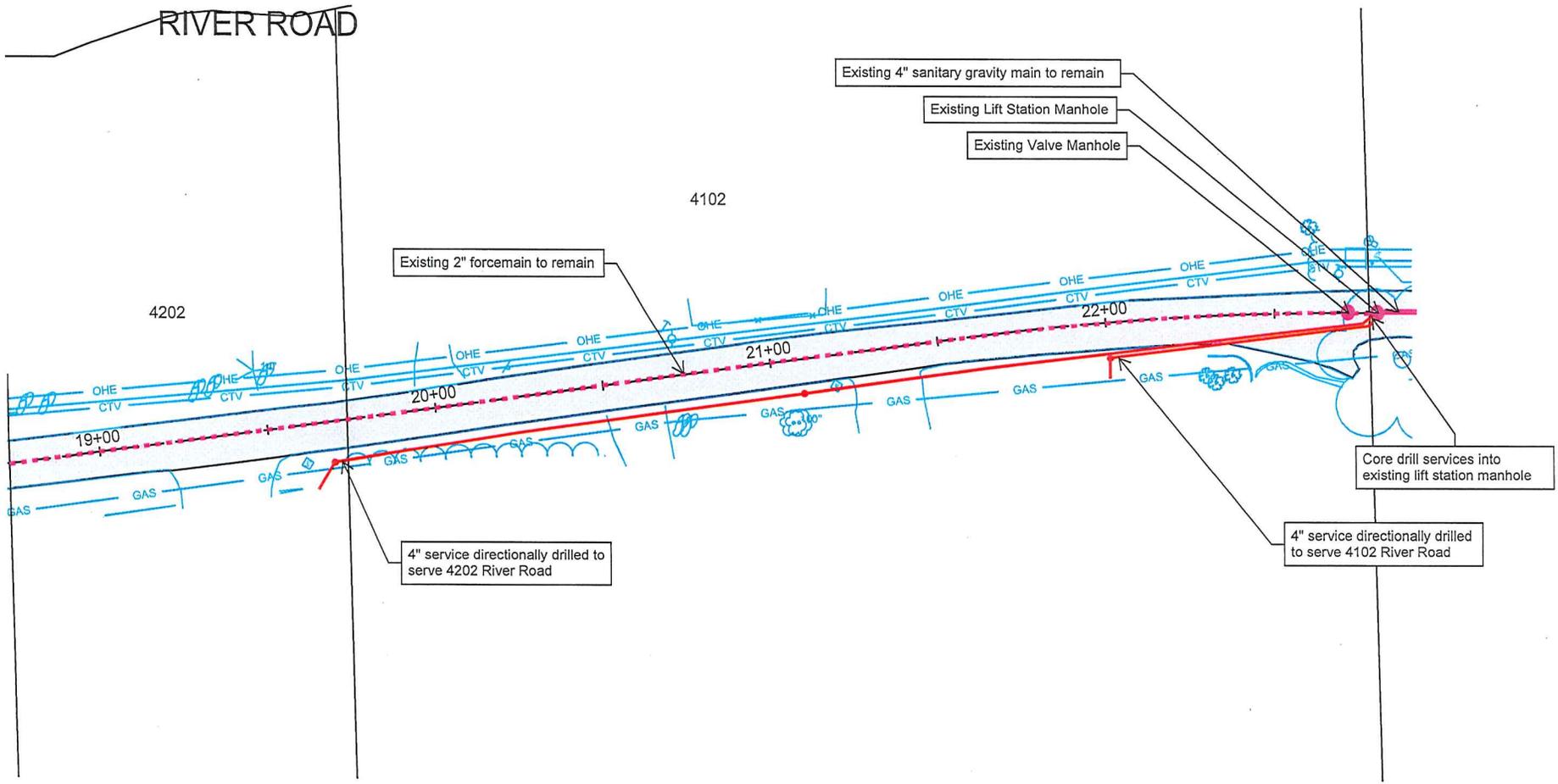
1 1/2% per month charge on accounts over 30 days. All agreements contingent upon strike, accident or delays beyond our control. Any frost, ground water or rock excavation will be an extra charge. All private underground utilities are the responsibility of the Owner.
Per Minnesota Statute 514.011: A lien will be filed if contract amount is not paid in full within 60 days of Invoice date.

TOTAL

\$32,750.00

Accepted By

Accepted Date



RIVER ROAD

Existing 4" sanitary gravity main to remain

Existing Lift Station Manhole

Existing Valve Manhole

4102

Existing 2" forcemain to remain

4202

19+00

20+00

21+00

22+00

Core drill services into existing lift station manhole

4" service directionally drilled to serve 4202 River Road

4" service directionally drilled to serve 4102 River Road

GAS

OHE

CTV

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date October 14, 2019

Council Memo

To: Mayor Palmquist and City Council Members

From: Ron Moorse, City Administrator

Date: October 10, 2019

Re: Updates

If staff has updated/timely information on current topics of interest, the information will be shared at this time.