

PLANNING COMMISSION AGENDA

DECEMBER 4, 2017

7:00 pm

1. CALL TO ORDER -
2. PLEDGE OF ALLEGIANCE –
3. ROLL CALL -
 - Barbara Ronningen (Chair)
 - a) Sally Doherty
 - b) Kris Kopitzke
 - c) Mark Nelson
 - d) Lucia Wroblewski
 - e) Scott Patten
 - f) Jim Langan
 - g) Roger Bowman
4. APPROVAL OF AGENDA –
5. APPROVAL OF MINUTES -
 - A. November 6, 2017 Meeting Minutes –
6. REPORTS AND PRESENTATIONS – None
7. PUBLIC HEARINGS –
 - A. Application by USS Rambo Solar LLC for a text amendment to the Zoning Code to allow “solar farms” as a conditional use or interim use in the Agricultural District. This application is related to a proposal for a 7.3 acre, 1.0 megawatt ground-mounted solar array at 12560 15th Street S.
8. NEW BUSINESS –
 - A. 2018 Planning Commission Meeting Schedule
9. OLD BUSINESS -
 - A. Afton Creek Preserve PLCD Subdivision Concept Alternatives at 14220 60th Street and parcels with PID Numbers 33.028.20.33.0005, 33.028.20.33.0004, 33.028.20.32.0001, 32.028.20.41.0002, 32.028.20.42.0004, and 32.028.20.43.0001.
 - B. Comprehensive Plan Update Process
 - C. Update on City Council Actions –
 1. Council Highlights from the November 21, 2017 Council meeting - attached.
10. ADJOURN –

-- This agenda is not exclusive. Other business may be discussed as deemed necessary. --

A quorum of the City Council or Other Commissions may be present to receive information.

CITY OF AFTON
DRAFT PLANNING COMMISSION MINUTES
November 6, 2017

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5 1. **CALL TO ORDER** – Chair Barbara Ronningen called the meeting to order at 7:02 PM
6
7 2. **PLEDGE OF ALLEGIANCE** – was recited.
8
9 3. **ROLL CALL** – Present: Chair Barbara Ronningen, Roger Bowman, Sally Doherty, Kris Kopitzke, Lucia
10 Wroblewski, Mark Nelson, Jim Langan. A Quorum was present. Absent: Scott Patten (excused).
11
12 **ALSO IN ATTENDANCE** – City Council member Joe Richter, City Administrator Ron Moore, City Clerk
13 Julie Yoho
14
15 4. **APPROVAL OF AGENDA** – Motion/Second: Bowman/Doherty To approve the agenda of the
16 November 2, 2017 Planning Commission meeting. passed 7-0-0
17
18 5. **APPROVAL OF MINUTES** –
19 A. October 2, 2017 Meeting Minutes – Line 109 “twp”; line 135 “Christian”; line 243 delete “not”.
20 **Motion/Second Nelson/Wroblewski** To approve minutes of October 2, 2017 as amended. Motion
21 passed 6-0-1. (Langan abstain due to absence)
22
23 6. **REPORTS AND PRESENTATIONS** – none
24
25 7. **PUBLIC HEARINGS** –
26 A. Charlie and Danielle Wamstad minor subdivision application at 1987 Manning Avenue and the 19 acre
27 parcel to the south with PID 18.028.20.22.0002.
28
29 Chair Ronningen opened the public hearing at 7:05 pm
30
31 Administrator Moore stated that Charlie and Danielle Wamstad have applied for a minor subdivision to
32 divide the existing two parcels under their ownership - one at 1987 Manning Avenue and the other with
33 PID# 18.028.20.22.0002 - with a total of 39.44 acres, to create three parcels. One of the three parcels is
34 proposed to be 29.425 acres, and the other two parcels are each proposed to be 5 acres. Valley Creek runs
35 through two of the parcels. A survey showing the proposed new lots is attached. The proposed parcels
36 meet all requirements for a conforming lot, including the minimum 5-acre lot size, 2.5 acres of buildable
37 area, 300 feet of frontage on a public road and access directly onto a public road. The property owners
38 previously obtained a variance to allow a driveway to serve the large northerly parcel through an easement
39 to 22nd Street. This enabled the access to be moved away from the Manning Avenue/Valley Creek Road
40 intersection to eliminate a conflict point at that intersection.
41
42 No comments were received from the public
43 **Motion/Second Nelson/ Bowman** To close public hearing. Motion passed 7-0-0.
44 Public hearing closed 7:12pm
45
46 Nelson asked how the handout is different from what was mailed?
47 Administrator Moore indicated the handout is updated to reflect scenic easements on slopes and other
48 easements required.
49 Bowman asked about the nature of Valley Creek through the area.
50 Surveyor, Landmark Surveying answered it is dry, the Watershed considers it an intermittent waterway.
51 Chair Ronningen asked about the exact acreage of the parcel and where the quarter section line is.
52 **Motion/Second Doherty / Wroblewski** To recommend approval of the Wamstad subdivision to the
53 City Council with findings and conditions as listed below. Motion passed 7-0-0.
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Findings

1. The subject property is located in the Agricultural zone, as is all property surrounding it
2. The Agricultural zone allows residential use with five-acre minimum lot size and a density of three lots per quarter-quarter section
3. The proposed subdivision meets all subdivision and density requirements

Conditions

1. Easements as required by the City Engineer shall be granted
2. All drainage and utility easements shall be subject to the review and approval of the City Engineer.
3. All grading, drainage and erosion control issues shall be subject to review and approval by the City Engineer, and by the Valley Branch Watershed District if they meet permit thresholds.
4. Park dedication requirements shall be satisfied at the time of final subdivision approval in accordance with Section 12-1270 of the Subdivision Ordinance
5. When a new home is to be constructed on Parcel B or C, a permit for an individual septic system to serve the new home shall be obtained from the Washington County Public Health Department at the time of application for building permit for the new home, and all requirements of the septic permit shall be met.
6. All driveways shall comply with Section 12-84 of the Zoning Ordinance and shall be subject to review and approval by the City Engineer.

B. Duane and Jennifer Lenander variance application at 12468 Meadow Bluff Trail

Chair Ronningen opened the public hearing at 7:25 pm

Administrator Moore summarized the application: Duane and Jennifer Lenander have applied for a variance at 12468 Meadow Bluff Trail to allow a side yard setback of 30 feet for a pool and 32.6 feet for a house vs. the required setback of 50 feet to enable the construction of their proposed house and pool on the parcel. The parcel is located in the Cedar Bluff development, which is in the Agricultural zoning district. All of the lots in the Cedar Bluff development are substandard, in that they are less than five acres and have less than 300 feet of frontage on a public road. After the Cedar Bluff subdivision was approved, the developer had requested that the side yard setback be reduced, due to the smaller size of the lots, and due to the ordinance language that allowed exceptions to setback requirements for lots with substandard size and/or width in the Rural Residential zoning district. The Council had indicated that they would not provide a general reduction in the side yard setback, but would potentially consider a variance for a particularly narrow lot on a case by case basis.

The lot at 12468 Meadow Bluff is 2.53 acres and has a width that ranges from 144 and 164 feet. The lot is adjacent to a power line easement on its east side, which is where the variance is being requested. The applicant is proposing a house and pool that are 32.6 feet and 30 feet from the east property line respectively vs. the required 50 foot setback. (The survey incorrectly shows the pool at a 28.2 foot setback. The pool is proposed to have a 30 foot setback.) The applicant has provided a narrative as well as the Variance Questionnaire addressing the need for the variance and the variance criteria.

No comments were received from the public

Motion/Second Doherty/Nelson To close public hearing. Motion passed 7-0-0.

Public hearing closed at 7:26 pm

Wroblewski asked the applicant when property was purchased. (September)

Chair Ronningen pointed out that the commission is dealing with things that preceded the current members.

106 Doherty noted that the power line easement is unique.
107 Bowman expressed concern over setting a precedent for other areas of the city.
108 Kopitzke noted that with the power lines there, they won't encroach on any neighbors.
109 Chair Ronningen noted that the previous council allowed these lots
110 Wroblewski asked if there are minutes on the discussion regarding these narrow lots?
111 Administrator Moore answered that yes there are. At the time the developer asked for a blanket change
112 which was denied; city would look at on case by case basis. (2010 – 2011).
113 Chair Ronningen noted that with power line easement there is a buffer, there will not be another house
114 within the easement.
115 Doherty stated she has a hard time seeing a hardship. Applicant could design a different house that fits.
116 Langan stated this is a new purchase, applicant knew the setbacks, also doesn't see a hardship. Problem is
117 created by applicant in the way they orientated house.
118 Wroblewski stated that this whole development should not have been allowed. Does not want to set
119 precedent for future.
120 Nelson stated that the power line on the side adds to reasonableness of request.

121
122 **Motion/Second Kopitzke/Bowman To recommend the City Council approve the Lenander variance**
123 **request with findings noted below; with special and necessary factor being considered is that the lot**
124 **is adjacent to power lines. (findings number 1)**

125 **Friendly amendment: (Wroblewski) Lot was approved by previous city council. This is a unique**
126 **instance not applicable to further applications and shall not be considered precedent setting.**

127 **Friendly amendment: (Bowman) The lot has substandard dimensions and was originally approved**
128 **in a different environment, would not be approved today and should not be considered as precedent**
129 **setting.**

130 **Friendly amendment: (Nelson) It is the applicants responsibility to decide to live under the power**
131 **lines.**

132 **Friendly amendment: (Kopitzke) Add "PLCD Development".**

133 **Motion passed 4-3-0.**

134 **Findings**

- 135 1. The lot is adjacent to a power line that runs north/south on the east side of the lot and extends
- 136 150 feet to the east of the lot.
- 137 2. The subject property is located in the Agricultural zone, as is all property surrounding it
- 138 3. The Agricultural zone allows residential use with five-acre minimum lot size, 300 feet of
- 139 frontage on a public road and a 50 foot side yard setback.
- 140 4. The lot at 12468 Meadow Bluff Trail is 2.53 acres in size and has a width that ranges from 144
- 141 and 164 feet.
- 142 5. The proposed house and pool are 32.6 feet and 30 feet from the east property line respectively
- 143 vs. the required 50 feet.
- 144 6. The applicant is proposing a house measuring a total of 3,175 square feet.
- 145 7. While the zoning code includes an exception to allow a side yard setback of 10 feet for
- 146 substandard lots with a width less than 200 feet in the Rural Residential zone, the code does not
- 147 include this exception for lots in the Agricultural zone.

148
149 **Motion/Second Ronningen/Wroblewski To deny the Lenander variance request for the proposed**
150 **swimming pool. Motion passed 7-0-0.**

151
152 **8. NEW BUSINESS – none**

153
154 **9. OLD BUSINESS –**

155 **A. Comprehensive Plan Update process**

156 **1. Edits To-Date**

157 The Comprehensive Plan was reviewed, edits noted.

158
159 2. Expansion of the Solid Waste Plan (from NRGC)
160

161
162 **B. Update on City Council Actions**

163 **1. Council highlights from the October 17, 2017 Council meeting.**

164 Council member Richter stated that the Carlson development was discussed, will be sent back to the
165 planning commission for further review.

166
167 Several planning commission members mentioned they would like to have City Engineers present at their
168 next meeting. Also would like the application for rezoning looked at first along with League of Minnesota
169 Cities rezoning rules.
170

171 **10. ADJOURN**

172 **Motion/Second Bowman/Nelson To adjourn. Motion passed 7-0-0.**

173
174 Meeting adjourned at 9:12 pm.
175

176
177
178
179 Respectfully submitted by:

180
181
182 _____
183 Julie Yoho, City Clerk
184

185
186 **To be approved on November 6, 2017 as (check one): Presented: _____ or Amended: _____**

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

Planning Commission Memo

Meeting: December 4, 2017

To: Chair Ronningen and members of the Planning Commission

From: Ron Moorse, City Administrator

Date: November 27, 2017

Re: Application by USS Rambo Solar LLC for a text amendment to the Zoning Code to allow “solar farms” as a conditional use or interim use in the Agricultural District. This application is related to a proposal for a 7.3 acre, 1.0 megawatt ground-mounted solar array at 12560 15th Street S.

Background

USS Rambo Solar LLC has made an application for a text amendment to the Zoning Code to allow “solar farm” as a conditional use or interim use in the Agricultural District. This application is related to a proposal for a 7.3 acre, 1.0 megawatt ground-mounted solar array at 12560 15th Street S. Attached are proposed ordinance amendment language and materials related to the application. USS Rambo Solar LLC has entered into a lease with the property owner, Lyle Rambo, for the use of the property for a solar farm (see attached lease).

Solar Farm

The current definition of a solar farm in the City’s solar energy ordinance is as follows:

Solar Farm - A commercial facility that converts sunlight into electricity, whether by photovoltaics (PV), concentrating solar thermal devices (CST), or other conversion technology, for the primary purpose of wholesale sales of generated electricity. A solar farm is the principal land use for the parcel on which it is located.

The ordinance prohibits solar farms from the Agricultural and Rural Residential zoning districts due to concerns regarding the impact of large areas of solar arrays on the rural character of the City. Solar farms are allowed in the Industrial Districts.

Proposed Text Amendment

The proposed text amendment is attached. The following is an outline of the main elements of the proposed text amendment.

- Add “solar farms” as a Conditional use or Interim use in the Agricultural zoning district
- Provide for the same 50 foot side and rear setbacks as are currently required in the Agricultural zone, and require a 250 foot front yard setback vs. the 105 or 150 foot setbacks generally required in the Agricultural zone.

- Require a landscape screening plan for full-perimeter screening
- Limit the size of solar farms to a maximum of 10 acres
- Require a 1 mile buffer from other proposed or permitted solar farms

Justification for the Proposed Text Amendment

Attached is a Justification for the Amendments” provided by the applicant.

Proposal at 12560 15th Street

The proposed solar farm at 12560 15th Street is proposed to have a 1.0-megawatt ground-mounted array of photovoltaic panels. This requires approximately 7.3 acres of photovoltaic panels. The attached materials include a site plan showing the location of the proposed photovoltaic array and existing and proposed vegetative screening, as well as photos showing the appearance of typical solar panel arrays in a field.

Solar Energy Ordinance Background

In 2015, the Planning Commission worked with a solar energy consultant to prepare and recommend to the Council a solar energy ordinance, and the Council adopted the ordinance. The ordinance allows solar arrays of substantial size in the Agricultural and Rural Residential Zones, to a maximum of 2,000 square feet when they are fully screened. As indicate above, the ordinance prohibits solar farms from the Agricultural and Rural Residential zoning districts due to concerns regarding the impact of large areas of solar arrays on the rural character of the City. Solar farms are allowed in the Industrial Districts.

Land Use Plan.

The Housing and Land Use Plan section of the Comprehensive Plan indicates the following regarding the preservation of agricultural land and uses:

“The residents of the City of Afton value the agricultural economy and rural character that an agricultural environment provides. This Plan intends to preserve agricultural land for permanent agricultural use, and does not accept the belief held by some that agricultural use is merely a temporary use or that agricultural lands are merely a holding area for future residential or other development. Moreover, the community values agricultural land as open space in an increasingly urban environment, a sanctuary for a rural lifestyle that Afton residents have consistently desired to maintain.”

Impact on Rural Character. The installation of large expanses of solar arrays in the agricultural zone would change the natural, open, rural countryside views that currently are characteristic of the Agricultural zone and the rural area of the City. This is the character that has drawn people to Afton, and that is the foundation of the City’s Comprehensive Plan. Even if the solar farm use was to be allowed only as an interim use for the 25 year term of a lease on the property, the negative effect of solar farms on the City’s rural character could make it substantially more difficult to preserve the rural character.

Potential Land Use Issues

The proposed ordinance amendment would allow solar farms to be installed on properties in the Agricultural zone. While the proposed text amendment would require a larger front yard setback (250 feet), it does not require larger side or rear setbacks.

Neighboring Property Impacts. One of the most common issues addressed by land use regulations are potential impacts upon neighboring land uses. The ground-mounted solar panels are proposed to be designed to rotate for sun angle and are proposed to be approximately 10 feet in height. While the proposal involves screening along the full perimeter of the array, it is not clear whether the array would be fully screened from view from all properties, particularly those at higher elevations. As part of a relatively recent public meeting regarding Manning Avenue development planning, those who live and/or farm in the Agricultural zone do not want to see the open, rural views changed due to land use changes. Also of concern with a solar farm is visual glare reflecting from the solar panels, particularly in a large array. It is understood that technology exists to minimize reflective glare, but it may not eliminate it.

Planning Commission Direction Requested:

Motion regarding a recommendation concerning the USS Rambo Solar LLC application for a text amendment to the Zoning Code to allow “solar farm” as a conditional use or interim use in the Agricultural District.

217-31

RECEIVED

OCT 03 2017

CITY OF AFTON

CITY OF AFTON
ZONING PERMIT APPLICATION

ORDINANCE AMENDMENT APPLICATION

Owner	Address	City	State	Zip	Phone
Lyle Rambo	12560 15th St S	Afton	MN	55001	651.436.7193
Applicant (if different than owner)	Address	City	State	Zip	Phone
USS Rambo Solar LLC	100 N 6th St, Suite 218C	Minneapolis	MN	55403	612.294.6978
Project Address	AFTON		MN	55001	
12426 15th St S					
Description of Request					
<p>USS Rambo Solar LLC respectfully requests a text amendment to the Zoning Code to allow "solar farms" as a Conditional use or Interim use in the Agricultural District. Currently, solar farms are only allowable in the Industrial zoning district. Our proposed language aims to maintain the rural character of the City, limit the number of potential solar gardens, and benefit the local community. Specific proposed language includes a 1.0-mile buffer between proposed or approved solar farms, increased setbacks, and more.</p>					
<p>By signing this application, the applicant agrees to pay all expenses incurred by the City of Afton in processing this application. In connection with this request, your signature constitutes permission for a representative of the City of Afton to enter your property, during business hours, to evaluate this request. This may involve minor excavating or soil borings. If you would like to be present during this evaluation, please contact the City. Your signature and payment of fees and escrow is received by the city to process the application only and does not constitute any approvals of this application request.</p>					
					10/2/2017
Signature of Owner/Applicant					Date
FEE:	ESCROW:				
\$350.00	\$1500.00		TOTAL:	\$1850.00	
			DATE PAID:	10-3-17	
			CHECK #:	1042	
			RECVD. BY:	JY	
Make checks payable to: City of Afton					

**CITY OF AFTON
PLANNING COMMISSION
NOTICE OF PUBLIC HEARING**

TO WHOM IT MAY CONCERN: Notice is hereby given that the City of Afton Planning Commission will convene on Monday, December 4, 2017 at 7:00 PM at Afton City Hall, 3033 St. Croix Trail S., to conduct the following public hearing:

To consider an application by USS Rambo Solar LLC for a text amendment to the Zoning Code to allow “solar farms” as a conditional use or interim use in the Agricultural District. This application is related to a proposal for a 7.3 acre, 1.0 megawatt ground-mounted solar array at 12560 15th Street S.

All interested persons are encouraged to attend the public hearing. Public hearings are held for the purpose of providing information regarding land use proposals and receiving comments and questions from the public regarding the proposals.

Materials will be available for viewing at Afton City Hall, 3033 St. Croix Trail, Afton MN and will be posted on the City website, at www.ci.afton.mn.us, on the Thursday prior to the meeting. Click on “City Commissions and Committees” and go into “Planning Commission Packets.”

A quorum of the City Council or another Commission may also be present to receive information at the meeting.

Ron Moorse
City Administrator
City of Afton



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Étiquette de format 25 mm x 67 mm compatible avec Avery®5160/8160

CITY OF AFTON
or Current Resident
3033 ST CROIX TRL S PO BOX 219
AFTON MN 55001-0219

HANSEN MARK E
or Current Resident
12752 15TH ST S
AFTON MN 55001

RANDY F MCCHESENEY TRS
or Current Resident
1594 CORRAL RD
WOODBURY MN 55125

WEES CONSTANCE F & KRISTINE HASLUND
or Current Resident
12675 10TH ST S
AFTON MN 55001

REITER ANTHONY J
or Current Resident
2183 POWERS AVE
MAPLEWOOD MN 55119

SASSOR GENE L & BONNIE K DOCKTER
or Current Resident
12665 10TH ST S
AFTON MN 55001

MOLL REUBEN F
or Current Resident
12351 15TH ST S
AFTON MN 55001

BERTELSEN LYLE R & WENDI L
or Current Resident
12631 15TH ST S
AFTON MN 55001

SANDER HAROLD E TRS
or Current Resident
1174 NEAL AVE S
AFTON MN 55001

NAUGLE KELLY D
or Current Resident
1171 MANNING AVE S
AFTON MN 55001

RAHN WILLIAM L & NANCY A
or Current Resident
12426 15TH ST S
AFTON MN 55001

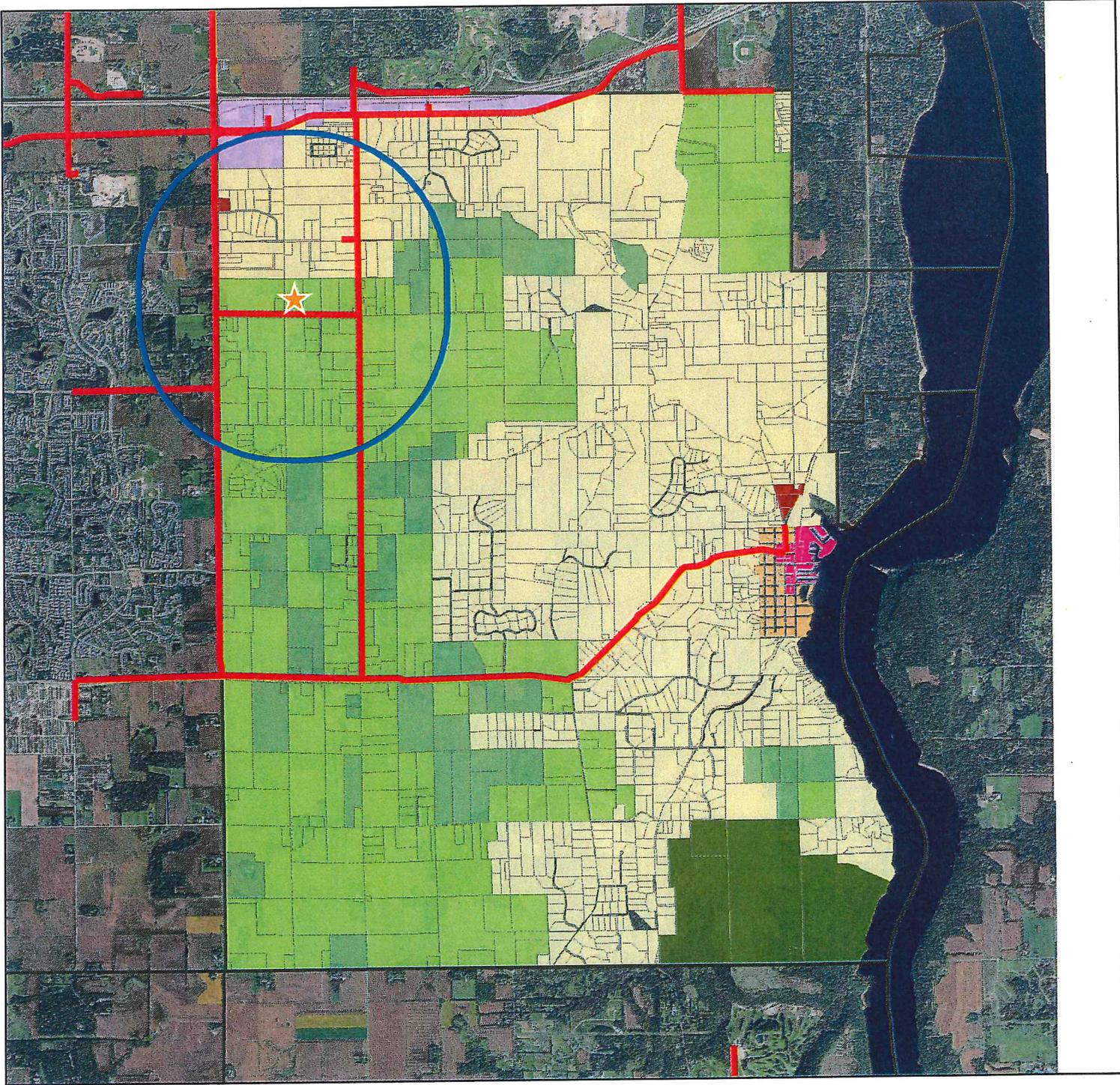
LEE DOUA
or Current Resident
2492 HIGHWOOD AVE E
MAPLEWOOD MN 55119

KU THENG & SOUR L
or Current Resident
10341 WATERFRONT DR
WOODBURY MN 55129

RAMBO LYLE V
or Current Resident
12560 15TH ST S
AFTON MN 55001



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Afton - USS Rambo Solar





APPLICATION TO AMEND THE CITY OF AFTON
ZONING ORDINANCE

OCTOBER 2, 2017

City of Afton

SOLAR FARMS IN AGRICULTURE ZONING

October 2, 2017

Ronald Moose, City Administrator
City of Afton
3033 St. Croix Trail S
PO Box 219
Afton, MN 55001

Dear Ron,

USS Rambo Solar LLC, a wholly-owned subsidiary of United States Solar Corporation ("US Solar"), requests that the City amend its zoning ordinance to allow "solar farms" as an Interim or Conditional use in the Agriculture zoning district. By requiring the unique conditions for solar farms on Agricultural zoned parcels that USS Rambo Solar LLC recommends, Afton could allow one or more visually screened solar farms to be seamlessly integrated into the City without affecting the rural character. We understand that the City prioritizes the rural character of Afton and believe the conditions proposed herein do not compromise that or other objections previously raised by the Council and community.

If the zoning amendment is approved, USS Rambo Solar LLC proposes a 7.3 acre solar array on land currently zoned Agricultural. Aside from the massive, industrial power towers owned by Xcel Energy, the main use of this parcel of land is hay. The parcel also contains a homestead. Due to existing screening and our landscape screening plan, the solar array would have full-perimeter screening to prevent visibility from public roads and existing and future agricultural or residential uses. There is no glare issue at this property, as will be indicated by a comprehensive glare study. The taxpaying landowner will increase their income through transitioning from a small hay field to a combination of native grass, pollinator-friendly habitat, and sustainable solar energy production. Much like a conservation program, a solar farm ensures that the land under and around our steel I-beam foundations will be undeveloped and well-preserved for future agricultural use. Permitting a community solar garden on this parcel provides the City with more tax revenue without harming the rural character or permanently taking agricultural land out of row-crop production.

As the developer, owner, and operator of its solar farms, US Solar has worked with several jurisdictions, including the cities of Corcoran, Sartell, and Winsted, to develop effective ordinances that align with the cities' objectives. Headquartered in Minneapolis, we coordinate all project details—development, permits, finance, construction, management, maintenance, and monitoring. This application also contains an introduction to our company, including our qualifications, experience in Minnesota and beyond, and our leadership team.

Sincerely,



Reed Richerson - COO
United States Solar Corporation

100 N 6th St., Suite 222C
Minneapolis, MN 55403
W: (612) 260-2230 C: (916) 704.2720
E: reed.richerson@us-solar.com

CONTENTS

COVER LETTER.....	2
PROPOSED TEXT AMENDMENTS.....	4
JUSTIFICATION FOR THE AMENDMENTS.....	5
SITE PLAN.....	7
LANDSCAPE SCREENING PLAN.....	12
EROSION AND SEDIMENT CONTROL PLAN.....	13
GLARE STUDY.....	13
DECOMMISSIONING PLAN.....	13

APPENDIX I – SITE PLAN AND PROJECT MAPS

APPENDIX II – LANDSCAPE PLAN AND RENDERINGS

APPENDIX III – INTERCONNECTION AGREEMENT

APPENDIX IV – MEMORANDUM OF SITE LEASE

PROPOSED TEXT AMENDMENTS

USS Rambo Solar LLC requests a text amendment to relevant sections of the Zoning Code to allow “solar farms” as a Conditional use or Interim use in the Agriculture District. Currently, solar farms are only allowable in the Industrial zoning district. The specific sections of the City Code that would require amending are as follows:

- **12-132 – Minimum Requirements**
 - Set minimum setbacks for a solar farm in the Agriculture zoning district to:
 - Front: 250 feet from the road centerline
 - Side: 50 feet
 - Rear: 50 feet
- **12-134 – Table of Uses in the Zoning Districts**
 - Add “solar farms” as a Conditional or Interim use in the Agriculture zoning district.
- **12-140 – Agriculture Zoning District**
 - The City could either:
 - Amend D to include solar farms, OR
 - Add E, Interim Permitted Uses, and list solar farms with a term of 30 years.
- **12-140 (E) – Standards for Granting Conditional Use Permits in the Agriculture Zoning District**
 - Exempt solar farms from the requirement under Section 12-139 of non-farm structures to “be sited on a separately surveyed and described parcel”.
- **12-230 – Solar Energy Systems**
 - Limit solar farms to a maximum size of 10 acres.
 - Require a 1.0-mile buffer from other proposed or permitted solar farms.
 - Require a decommissioning plan that will return the land to its original condition or better within 12 months of the end of its operational life. Such plan shall include a \$25,000 escrow fund.
 - Modify subsection F-3, G-1, and G-2, which specify that solar farms are only allowable in Industrial districts. Insert that solar farms are allowable in Agriculture zoning districts, as well.
 - Require a landscape screening plan for full-perimeter screening, which will protect not only existing agricultural and residential uses, but future uses as well.
 - Require a mix of native grass and pollinator friendly-vegetation under the solar farm.
 - Modify or delete from subsections E and F-2 association with all solar energy conversion systems as accessory uses.
- **12-230-C – Definitions**
 - When defining “solar farm”, omit the sentence, “A solar farm is the principal land use for the parcel on which it is located”. There may be a principal use on a parcel, such as a house, before construction of a solar farm.
 - A solar farm should not be an accessory use, which subordinates to and serves the principal use, according to City Code.

JUSTIFICATION FOR THE AMENDMENTS

1. Solar farms maintain the rural character.

- a. Under the proposed amendments to the ordinance, solar farms would be small and not visible, minimizing any impact to the rural character of Afton.
- b. The landowners leasing land to solar farm developers will be less inclined to rezone, subdivide, and sell land for residential or other development.
- c. Much like a conservation easement, solar farms thwart industrial, commercial, or residential development. In 30 years, when the solar equipment is removed, the agricultural land remains at least as viable for agricultural production.

2. Solar farms will be few and far between.

- a. The proposed 1.0-mile buffer between solar farms means there may only be a few potential project locations that meet all proposed requirements.
- b. The limiting factors to a suitable site for solar include:
 - i. Existing 3-phase distribution lines adjacent to project
 - ii. Xcel Energy service area
 - iii. Proximity to substation
 - iv. Substation capacity
 - v. Proximity to other solar farms
 - vi. Existence of wetlands or shoreland overlays near project
 - vii. Existence of uneven topography
 - viii. Existing vegetation on property
 - ix. Parcel size
 - x. Zoning districts

3. Solar farms do not require public services.

- a. Solar farms do not require any public works like police or fire. There is very little traffic to and from a solar farm after construction. Xcel Energy requires all solar farms to install and maintain a security fence.

4. Solar farms do not harm adjacent property values.

- a. The most comprehensive study on property values adjacent to solar farms across 9 states was conducted by Kirkland Appraisals, LLC. "Through the application of multiple matched pair analysis of homes and agricultural land adjoining existing solar farms, I have discovered no indication of any impact on property values due to adjacency to a solar farm." USS Rambo Solar LLC can provide the complete study if requested.

5. Solar farms are not a permanent land use.

- a. When the project reaches the end of its operational life, 30 years after connection to the grid, the simple process of decommissioning of the project occurs. After 30 years without pesticides or churning up row crops, the land is returned to its original state, with very little disturbance to soil.

Zoning and Use

Agriculture zoning district covers the subject parcel and all adjacent parcels, except for the Rural Residential parcel to the north. A Conservancy Overlay covers some of the subject parcel, but not the proposed solar location. There is no Shoreland Overlay district covering the subject parcel.

The subject parcel contains an industrial transmission power tower and wires. There is a sand/gravel pit at the northwestern corner of the parcel. There is a homestead on the southeastern corner of the parcel. Most of the nearby land appears to be currently used for agricultural or rural residential purposes. We plan to meet with all neighbors in the immediate vicinity of the Project to share our plans and ensure their concerns have been discussed.

SITE PLAN

This proposed array will be a community solar garden, meaning that eligible Xcel Energy customers in and around Washington County will be able to subscribe to a portion of the electricity generated and receive bill credits on their Xcel Energy bills. In this way, local residents and businesses benefit directly from the array and its renewable energy. The proposed site plan is enclosed as [Appendix I](#).

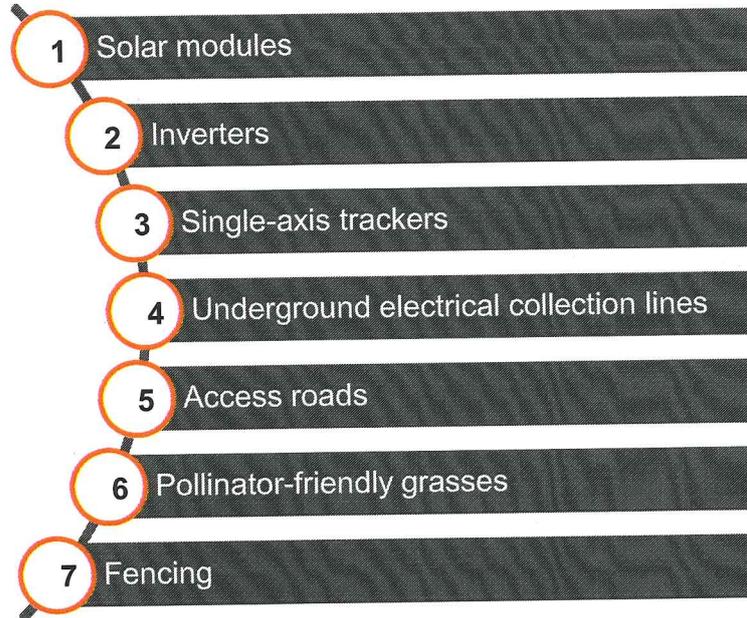


EXAMPLE OF A SOLAR PROJECT IN CONSTRUCTION



EXAMPLE OF A SOLAR PROJECT IN OPERATION

The Project's facilities will include:



1. Solar modules

We intend to use Tier 1 solar modules. Tier 1 solar modules are manufactured to the highest quality, performance, and lifespan and by companies that have had at least a five-year history in manufacturing them. Countless banks and financial partners have vetted these modules. The solar modules will be high-quality crystalline photovoltaic with 72 cells and >3mm high-transmittance tempered glass on the front cover. These modules are designed to absorb light and reflect less than 2% of the incoming sunlight, which is less than many natural features, including water, snow, crops, and grass. The array height will be approximately 10' at the highest point.

2. Inverters

We are utilizing top quality string inverters for this project, which are smaller and installed throughout the site. The inverters and electrical cabinets are enclosed and will meet all applicable codes and requirements.

3. Single-axis trackers

The foundation of the racking system will utilize galvanized steel for foundations and frame. The foundations are likely to be vibrated piers, but depending on final soil analysis and foundation design prior to construction, may be helical piles. The Project will utilize single-axis trackers, which rotate from east to west with the rising and setting of the sun. Single-axis trackers typically have a shorter solar panel height (10 feet at the maximum point), and produce less glare, as the panels are programmed to tilt east to west as the sun rises and sets. The trackers will have a maximum rotational axis of 60 degrees in both directions.

4. Underground electrical collection lines

An underground, medium-voltage cable will run along the eastern perimeter of the access road, connecting directly to the proposed utility poles at the southern end of the parcel. All on-site power and communication lines running between solar modules will be underground.

5. Access roads

The existence of an access road through the solar array is important for a few reasons. For one, it provides necessary access for constructing and removing the garden, as well as consistent mowing and maintenance over the years. Additionally, it provides access, if necessary, for emergency crews.

The solar gardens will be accessed from a 15-foot-wide access road directly off 15th St S. The access road, which will accommodate all construction, operations, maintenance, and utility traffic throughout the site, will lead north, directly to the solar garden location.

Please see the site plan in [Appendix I](#), which shows the details for our proposed access roads. Please note that during the operational phase of the solar garden, parking will be provided on-site within the boundaries of the perimeter fence. During construction, a temporary staging area will be created for installation crews and delivery trucks of the solar equipment (as needed for the different phases of delivery of equipment), as well as to accommodate construction and supervision personnel for proper execution of the project.

6. Pollinator-friendly grasses

Existing tillable acreage within the solar array location will be transformed into a diverse mix of pollinator-friendly, low-lying, deep-rooted grasses, which will be planted underneath the modules and between the rows. USS Rambo Solar LLC will control for noxious weeds throughout the life of the project, which will maintain the prairie appearance of the vegetation.

7. Fencing details

In addition to vegetative screening, our solar garden will include a fence around the entire perimeter, for security purposes. The boundary line security fencing will be located entirely on the Property on the inside of the landscape screening. The fence will not exceed 8 feet in height, and it will be a farm-field style fence without barbwire. See the image below for a representative photo.



TRANSPORTATION PLAN

Summary

The Project is a proposed distributed generation solar facility, located in the City of Afton. The Project is a 1.0 megawatt (MWac) photovoltaic solar array which is ground mounted and connected to an existing distribution line connected to Northern States Power's Afton substation, which is approximately 2.53 miles away. The solar array sits on about 7.3 acres of land.

All components of the solar facility, as detailed in "Solar Project Facility", will be delivered to the site on 15th St S, which is adjacent to the Project.

Construction Traffic

- Solar module deliveries to the Project will come on 40-foot flatbed trucks or in 40-foot containers.
 - We expect no more than 8 trips with a maximum of 4 trips per day in any two-week period.
- We expect a maximum of 5 container trucks to deliver racking material.
- We expect up to 1 or 2 deliveries for inverters, switchgears, transformers, including one oversized crane delivery/demobilization.
- We expect approximately 4 tips for Balance of Plant equipment, with container size of 40 feet or smaller.

Operations and Maintenance Traffic

- During operation of the facility, the site would be visited a few times per year, to perform maintenance and operation activities.

EMERGENCY RESPONSE PLAN

USS Rambo Solar LLC will prepare a detailed Emergency Response Plan for the Project. This plan will detail the specific actions required in an emergency situation, including contact information for on-site personnel of USS Rambo Solar LLC and our construction contractors. This Emergency Response Plan will include:

Safety and Security

If any employee feels his or her safety or security is at risk, he/she should leave the premises and contact the supervisor immediately. Employees are not to put themselves in danger at any time.

Accident/Injury

All accidents/injuries are reported to the Project Manager.

Evacuation

If required, all personnel and visitors will evacuate the site, and they are to participate in any required drills.

Fire

All personnel respond to incidental fires. If a fire cannot be controlled, or if a fire jeopardizes the safety of the personnel, the Project Manager or designee will order evacuation of the area and contact the emergency response agency.

Spill

All personnel respond to incidental spills of chemicals or oils. If a spill cannot be controlled, or if a spill jeopardizes the safety of the personnel, the Project Manager or designee will order an evacuation of the area and contact the emergency response agency.

Emergency Contact Details for the Project

Contact	Emergency Number	Non-Emergency Number
Project Manager	Provided Prior to Construction	Provided Prior to Construction
O&M Provider	Provided Prior to Construction	Provided Prior to Construction

LANDSCAPE SCREENING PLAN

We understand and appreciate that many communities would like to see landscape screening that not only shields the project from view of neighbors and passersby, but also fits with the surrounding environment. The Project has consulted with local contractors and arborists, including Westwood Professional Services, with experience in landscape screening in the area to create a professional landscape screening plan. Appendix II includes a complete landscaping plan, showing the size, quantity, planting spacing, and appropriate species of vegetation to accomplish effective screening. Appendix II also shows renderings.

We propose to plant 172 Techny Arborvitae and 179 Cardinal Dogwood to fully screen the project. We propose planting these along the outside of the western and eastern fence lines, as well as the NE, SE, and SW corners, screening the project from passersby and adjacent land uses. There is thick, existing screening on the northern and southern project boundaries.

Quick-growing Cardinal Dogwood shrubs will provide additional buffer screening and beautification. The dogwoods will provide visual appeal throughout the winter with their bright red stems. The plants selected are native to the local landscape, screen effectively, and provide beneficial wildlife habitat.

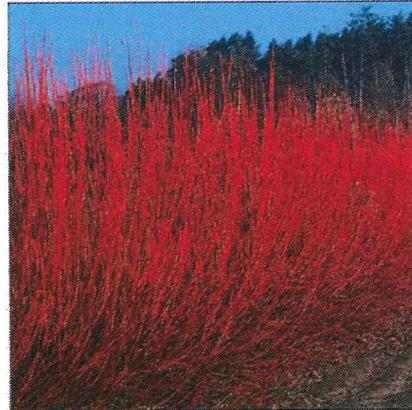
The Project will ensure the landscaping plan is approved by the City. The following document was referenced to determine which species of vegetation would be appropriate for the site: *Minnesota's Native Vegetation: A Key to Natural Communities, version 1.5* (final selection depends on availability).

Buffer Planting Materials

Techny Arborvitae



Cardinal Dogwood (Winter)



PLANTING METHODOLOGY

The inner row, Techny Arborvitae, will be planted in a linear fashion and will be 12 – 15 feet tall at maturity. The Cardinal Dogwood will be planted in a linear fashion on the outside of the Techny Arborvitae and will be approximately 8 – 10 feet tall at maturity. This plan will effectively screen the full perimeter of the solar garden. In addition, we ensure that our landscape contractors provide a full three years of care, maintenance, and warranty. Please see Appendix II for a landscaping plan and professional renderings.

EROSION AND SEDIMENT CONTROL PLAN

Our project will comply with the Minnesota Pollution Control Agency (MPCA) Construction Stormwater Permit Requirements, including obtaining a National Pollutant Discharge Elimination System (NPDES) stormwater permit prior to construction. The Project proposes no substantial grading or filling. In addition, we envision no earth removal or addition of new earthen material for the site, as our racking equipment can accommodate the current terrain.

Please note in the proposed site plan that there are no proposed permanent structures or buildings, as the community solar garden is composed of tables of single-axis trackers. These are simple, durable and non-intrusive. Between each row of solar panels, there is approximately 18 feet of green, open space, planted with pollinator-friendly vegetation.

GLARE STUDY

The Solar Glare Hazard Analysis Tool (SGHAT) will be used to verify that there is no glare at any adjacent or nearby properties or public roads. Due to the nature of the project location and the single axis tracking equipment, there are no glare concerns.

DECOMMISSIONING PLAN

Our lease contains a decommissioning plan, described below:

Lessee shall (a) remove from the Premises all above surface grade equipment relating to the Facility and other personal property owned, located, installed, or constructed by or on behalf of Lessee thereon, (b) remove concrete footings, foundations and other fixtures of Lessee to a depth of two (2) feet below the surface grade, (c) cover up all pit holes, trenches and other borings and excavations made by or on behalf of Lessee on the Premises, and (d) leave the surface of the Premises (or applicable portion thereof) free from debris arising from the foregoing or from the operations or activities of Lessee. Reclamation shall include, as reasonably required, repair or replacement of damaged drainage tile, leveling, terracing, mulching and other reasonably necessary measures to prevent soil erosion. Lessor shall provide Lessee with reasonable access to the Premises during the performance of such removal and other work by Lessee for a period of twelve (12) months following the termination or expiration of this Lease.

The community solar garden consists of many recyclable materials, including glass, semiconductor material, steel, aluminum, copper, and plastics. When the project reaches the end of its operational life, the component parts will be dismantled and recycled as described below. The decommissioning plan would commence in the event of twelve (12) months of non-operation. At the time of decommissioning, the project components will be dismantled and removed using minimal impact construction equipment, and materials will be safely recycled or disposed. The Project will be responsible for all the decommissioning costs.

REMOVAL PROCESS

The decommissioning of the project proceeds in reverse order of the installation:

1. The solar system will be disconnected from the utility power grid.
2. PV modules will be disconnected, unattached, collected, and removed. Once removed, the modules will be reused or recycled.
3. Aboveground and underground electrical interconnection and distribution cables will be removed and recycled off-site by an approved recycler.
4. PV modules support racking will be removed and recycled off-site by an approved recycler.
5. PV modules support steel and support posts will be removed and recycled off-site by an approved recycler.
6. Electrical devices, including transformers and inverters, will be removed and recycled off-site by an approved recycler.
7. Concrete pads will be removed and recycled off-site by an approved recycler.
8. Fencing will be removed and recycled by an approved recycler.
9. Reclaim soils in the access driveway and equipment pad areas by removing imported aggregate material and concrete foundations. Replace with soils as needed.

The project site may be converted to other uses in accordance with applicable land use regulations at the time of decommissioning. There are no permanent changes to the site, and it will be returned in terrific condition. This is one of the many great things about solar gardens; If desired, the site can return to productive farmland after the system is removed.

DECOMMISSIONING FUND

The estimated cost, salvage value, and net costs of decommissioning the project are shown to the right. Although the salvage value is \$8,594 greater than the cost of removal, the Project proposes a \$25,000 decommissioning fund.

Demo & Resotration Cost	\$ (19,719.50)
Salvage Value	\$28,313.84
Total Net Value	\$ 8,594.34

The purpose of the proposed \$25,000 decommissioning fund is to ensure there is sufficient money available to return the project site to the appropriate condition at the end of the project's useful life or earlier, should the solar garden cease operations for a twelve-month period.

The landowner will be the designated beneficiary of the fund and Afton will be provided a copy of the document, establishing the security before construction commences. The decommissioning fund will initially be an irrevocable standby letter of credit or escrow funds (the "Security"). If the Project is unable or unwilling to commence decommissioning activities within a reasonable period, not to exceed the allotted twelve-month period, the landowner and/or the County will be granted access to demand payment under the Security.

Decommissioning Budget					
Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	Fence Removal	lf	1,260	\$ 2.00	\$ 2,520.00
2	Racking Frames	ea	700	\$ 3.75	\$ 2,625.00
3	Racking Posts	ea	476	\$ 4.50	\$ 2,142.00
4	Solar Modules	ea	4,480	\$ 1.75	\$ 7,840.00
5	Inverters	ea	40	\$ 20.00	\$ 800.00
6	Transformers	ea	1	\$ 1,000.00	\$ 1,000.00
7	Wire (copper)	lb	2,100	\$ 0.25	\$ 525.00
8	Wire (aluminum)	lb	3,500	\$ 0.25	\$ 875.00
9	Concrete Removal	sf	115	\$ 4.50	\$ 517.50
10	Site Restoration	acre	7	\$125	\$ 875.00
				Total Cost	\$ (19,719.50)
Salvage Value (Re-Sale and/or Recycle)					
Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	Fence Material	lf	1,260	\$ 0.26	\$ 327.60
2	Racking Frames	ea	700	\$ 0.72	\$ 504.00
3	Racking Posts	ea	476	\$ 0.24	\$ 114.24
4	Solar Modules	ea	4,480	\$ 3.85	\$ 17,248.00
5	Inverters	ea	40	\$ 49.25	\$ 1,970.00
6	Transformers	ea	1	\$ 1,850.00	\$ 1,850.00
7	Wire (copper)	lb	2,100	\$ 2.00	\$ 4,200.00
8	Wire (aluminum)	lb	3,500	\$ 0.60	\$ 2,100.00
				Total Value	\$ 28,313.84
				NET GAIN	\$ 8,594.34

CONCLUSION

The proposed amendments to the City of Afton's zoning ordinance and USS Rambo Solar LLC's proposed solar farm maintain the rural character, while benefitting the environment and local communities, businesses, schools, and cities. We respectfully request that the City of Afton approve our proposed amendments to the ordinance, clearing the path for seamlessly integrating this solar farm into the area, while limiting a flood of solar farm applications in the City of Afton.

APPENDIX I – SITE PLAN AND PROJECT MAPS



LEGEND

- SINGLE AXIS TRACKER
- POWER STATION - (1) 480V 2000A PANELBOARD, (1) MV TRANSFORMER, (1) DAS, (1) WEATHER STATION
- (E) XCEL ENERGY OVERHEAD POLES
- (N) UTILITY POLES
- 15' WIDE SITE ACCESS ROAD
- LANDSCAPE BUFFER
- U.G. MEDIUM VOLTAGE CABLE
- OVERHEAD MEDIUM VOLTAGE CABLE
- PROJECT SITE SECURITY FENCE
- PROPERTY LINE
- STRUCTURE SETBACK
- EXISTING WETLANDS
- TOP OF PERMANENT BASIN

SYSTEM SPECIFICATIONS

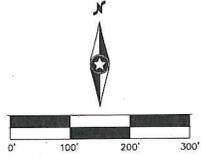
SYSTEM SIZE DC	1,425.60 kW
SYSTEM SIZE AC	1,000.00 kW
DC/AC RATIO	1.4256
MODULE RATING	330 W
TOTAL MODULE QTY	4320
TOTAL NO. OF TRACKER RACKS	60
TILT ANGLE	0°
INTER-ROW SPACING	9.6'
PITCH	16.0'
GCR	45.0%
AREA OCCUPIED	7.29 Ac

- GENERAL NOTES**
- INSTALLATION TO COMPLY WITH NEC 2014 ARTICLE 690 AND ALL APPLICABLE LOCAL, STATE AND NATIONAL CODES OR REGULATIONS.
 - EQUIPMENT SHALL BE LABELED PER NEC 690 AND XCEL ENERGY REGULATIONS.
 - 15' ACCESS ROADS SHALL BE DESIGNED TO ACCOMMODATE ALL CONSTRUCTION, OPERATIONS, MAINTENANCE, AND UTILITY TRAFFIC THROUGHOUT THE SITE.
 - DIMENSIONS TO PROPERTY LINES AND EXISTING FEATURES ARE APPROXIMATE PENDING SURVEY.

Westwood
 Phone (520) 837-6180 7690 Anagram Drive
 Fax (520) 837-6222 Eden Prairie, MN 55344
 TollFree (888) 837-6180 westwoodps.com
 Westwood Professional Services, Inc.

Designed:	MOO	
Checked:	KMP	
Drawn:	MOO	
Record Drawing by/date:		
Revisions:		
#	DATE	DESCRIPTION

Prepared for:
US/SOLAR
 100 N 6th St #218c
 Minneapolis, MN 55403



USS Rambo Solar LLC
 City of Afton, Minnesota
 12426 15th St. S
 Afton, MN 55001, USA

PV Site Plan

Not for Construction

Date: 09/08/17
 Sheet: C:100



LEGEND

	SINGLE AXIS TRACKER
	POWER STATION - (1) 480V 2000A PANELBOARD, (1) MV TRANSFORMER, (1) DAS, (1) WEATHER STATION
	(E) XCEL ENERGY OVERHEAD POLES
	(N) UTILITY POLES
	15' WIDE SITE ACCESS ROAD
	U.G. MEDIUM VOLTAGE CABLE
	OVERHEAD MEDIUM VOLTAGE CABLE
	PROJECT SITE SECURITY FENCE
	PROPERTY LINE
	STRUCTURE SETBACK
	SILT FENCE
	EXISTING WETLANDS (NW)
	DRAINAGE AREA BOUNDARY
	FLOW DIRECTION ARROWS
	TOP OF PERMANENT BASIN

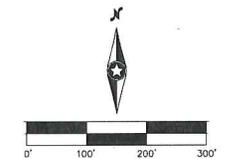
Westwood

Phone (952) 937-6158 7699 Anagram Drive
 Fax (952) 937-6922 Eden Prairie, MN 55344
 Toll Free (888) 925-6159 westwoodps.com
 Westwood Professional Services, Inc.

Designed:	MDO	
Checked:	JMP	
Drawn:	MDO	
Record Drawing by/date:		
Revisions:		
#	DATE	DESCRIPTION

Prepared for:

 100 N 6th St #218c
 Minneapolis, MN 55403

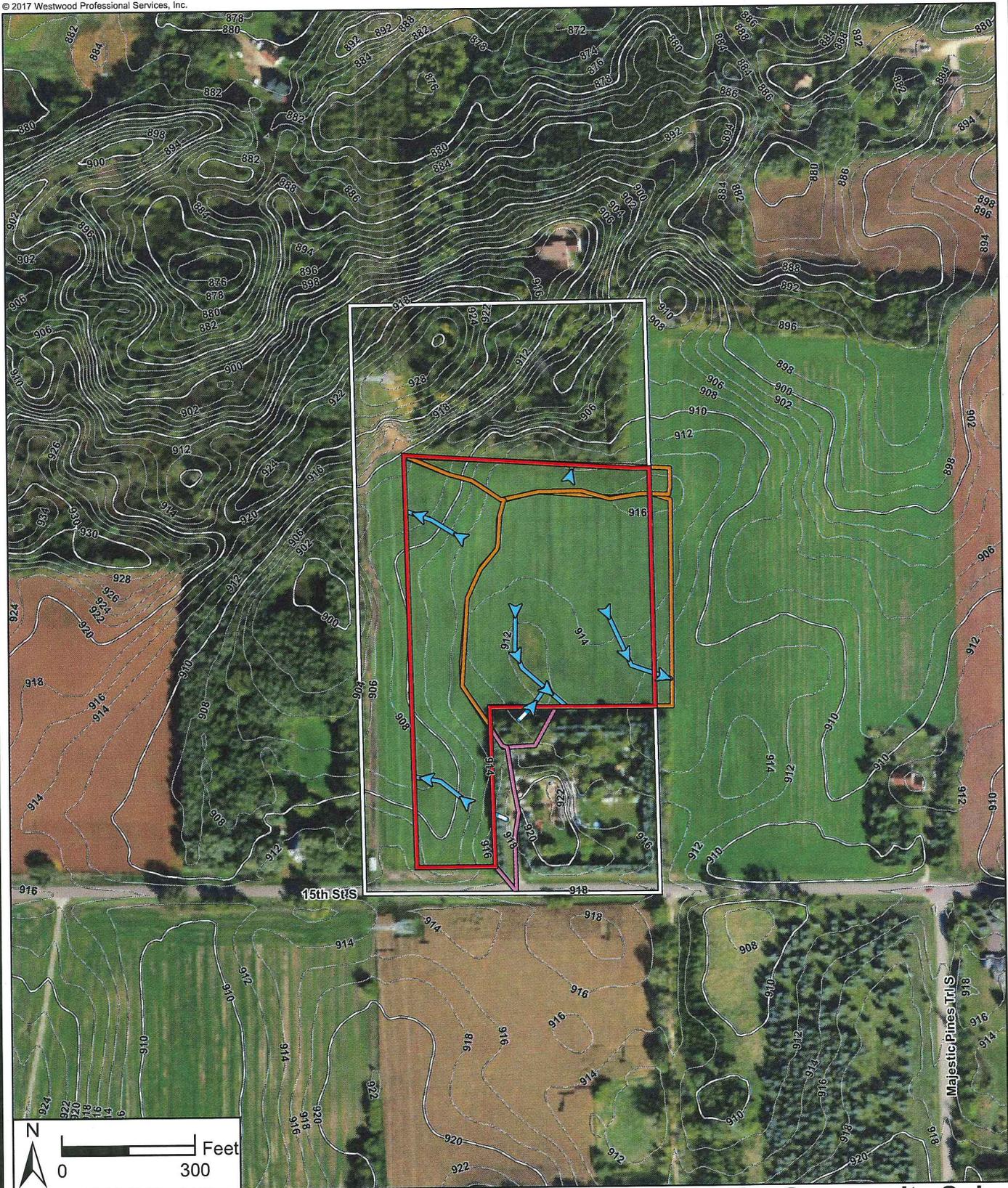


USS Rambo Solar LLC
 City of Afton, Minnesota
 12426 15th St S
 Afton, MN 55001, USA

Site Hydrology

Not for Construction

Date: 09/08/17
 Sheet: C103



Data Source(s): Westwood (2017); Minnesota NAIP Imagery (Accessed 2017); Census Bureau (2016).

Legend

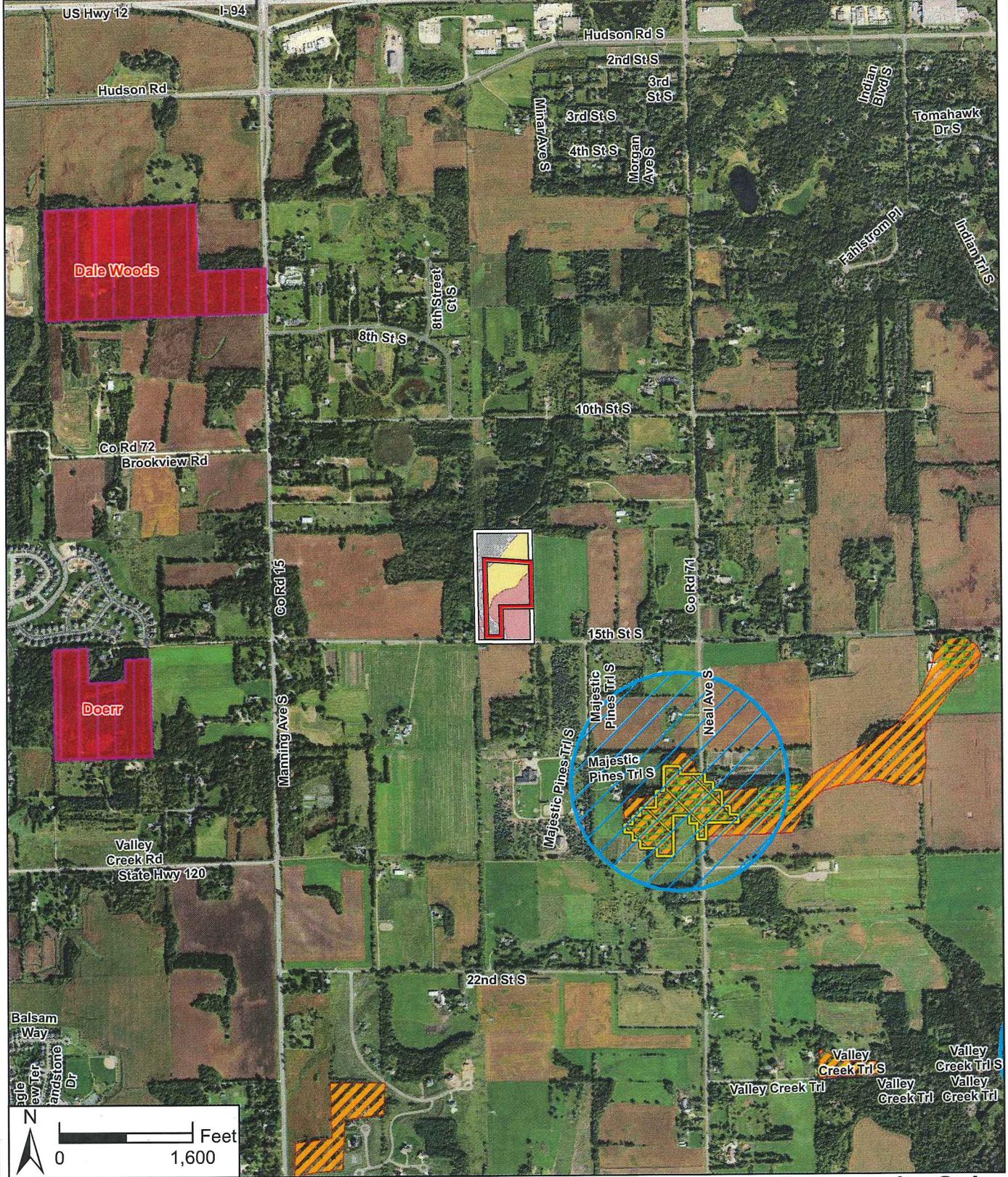
- Project Premises Boundary
- Project Parcel Boundary
- 10ft Contour
- 2ft Contour
- ➔ Onsite Flow Path
- ➔ Offsite Flow Path
- Onsite Drainage Area
- Offsite Drainage Area

Rambo Community Solar Garden

Afton,
Washington County, Minnesota

Desktop Hydrology

EXHIBIT 3



Data Source(s): Westwood (2017); Minnesota NAIIP Imagery (Accessed 2017); Census Bureau (2016); MNDNR (Various Dates); The Minnesota County Biological Survey, MNDNR, Division of Ecological Resources (2015); NCEC and Partners (2016); U.S. Fish and Wildlife Service (Various Dates); Conservation Biology Institute PAD-US (2016).

Note: NHIS data included here were provided by the Division of Ecological and Water Resources, Minnesota Department of Natural Resources (DNR), and were current as of May 2016. These data are not based on an exhaustive inventory of the state. The lack of data for any geographic area shall not be construed to mean that no significant features are present.

- | | |
|---|--|
| <p>Legend</p> <ul style="list-style-type: none"> Project Premises Boundary Project Parcel Boundary Native Plant Community MBS Site of Biodiversity Significance National Conservation Easement Regionally Significant Ecological Area NHIS Rare/Endangered Species Areas <ul style="list-style-type: none"> Vertebrate Animal Terrestrial Community Invertebrate Animal Vascular Plant Animal Assemblage National Wildlife Refuge Boundary Wildlife Management Area Scientific & Natural Area Waterfowl Production Area PAD Public Land | <p>Prime Farmland Classification</p> <ul style="list-style-type: none"> All areas are prime farmland Farmland of statewide importance Not prime farmland |
|---|--|

Rambo Community Solar Garden

Afton,
Washington County, Minnesota

Biological Resources & Public Lands

Map Document: N:\00010610\00\GIS\CIA_Exhibits\US_CIA_Ex4_BiologicalResources&PublicLands_170130.mxd 2/15/2017 10:40:50 AM radevito





Data Source(s): Westwood (2017); Minnesota NAIP Imagery (Accessed 2017); Census Bureau (2016); Ventyx Velocity Suite, Ventyx Energy LLC. (2016); Minnesota Pollution Control Agency (2009); Minnesota Geological Survey (2014).

Legend

- Project Premises Boundary
- Project Parcel Boundary
- Oil Pipeline
- CO2 Pipeline
- Natural Gas Pipeline
- Transmission Line
- ✈ Airport
- MPCA Site
- Substation
- W Approximate Well Location
- + Railroad

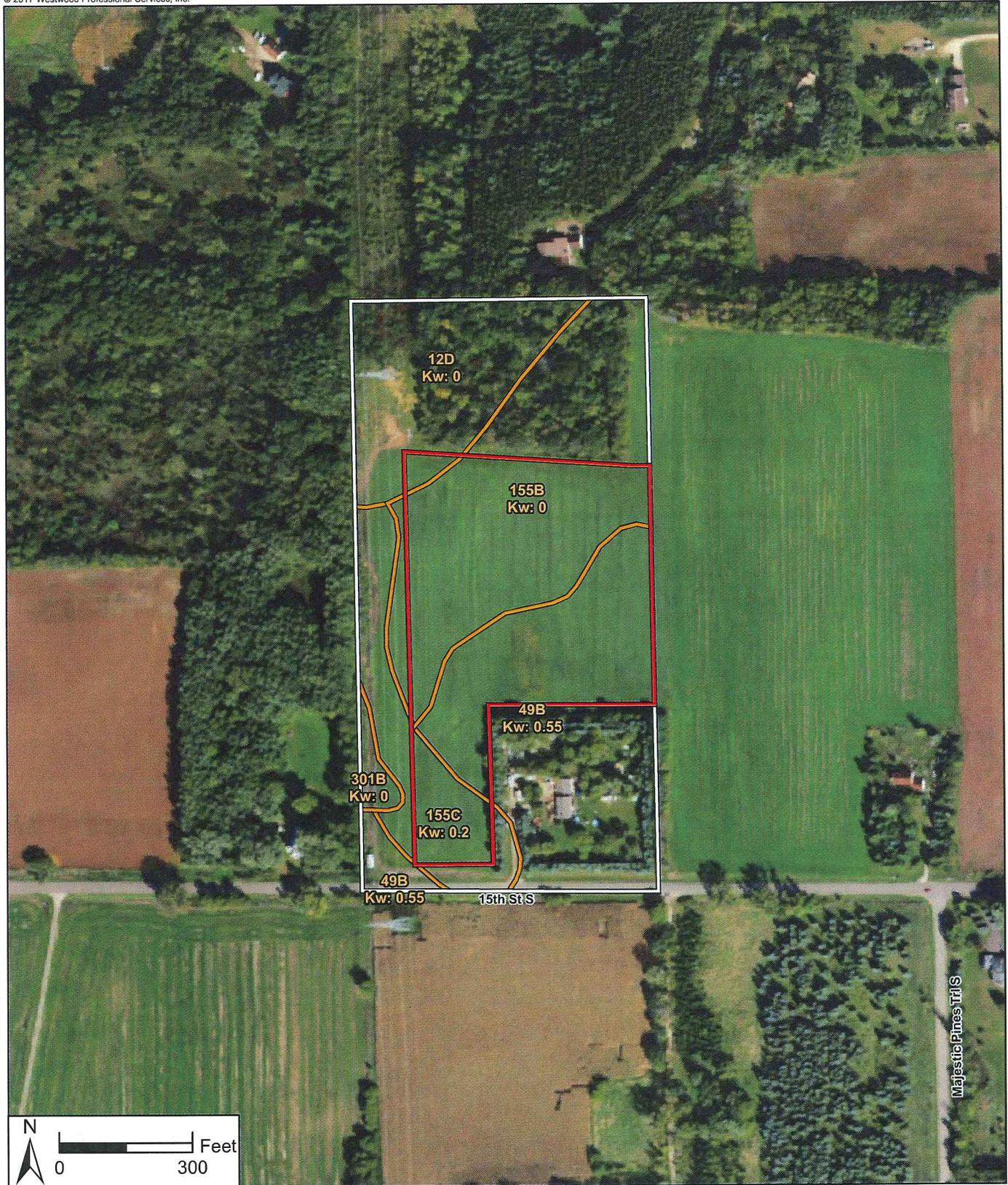
Rambo Community Solar Garden
Afton,
Washington County, Minnesota

Infrastructure

EXHIBIT 5

Westwood

Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.



Map Document: N:\0010810\0010\GIS\CIA_Exhibit\US_Soils_170130.mxd 3/14/2017 1:05:45 PM radevib

Majestic Pines Trl S



Data Source(s): Westwood (2017); Minnesota NAIP Imagery (Accessed 2017); Census Bureau (2016); U.S. Department of Agriculture, Natural Resources Conservation Service (2016).

- Legend**
- Project Premises Boundary
 - Project Parcel Boundary
 - Soil Unit Boundary
 - All Hydric/Predominantly Hydric Soil

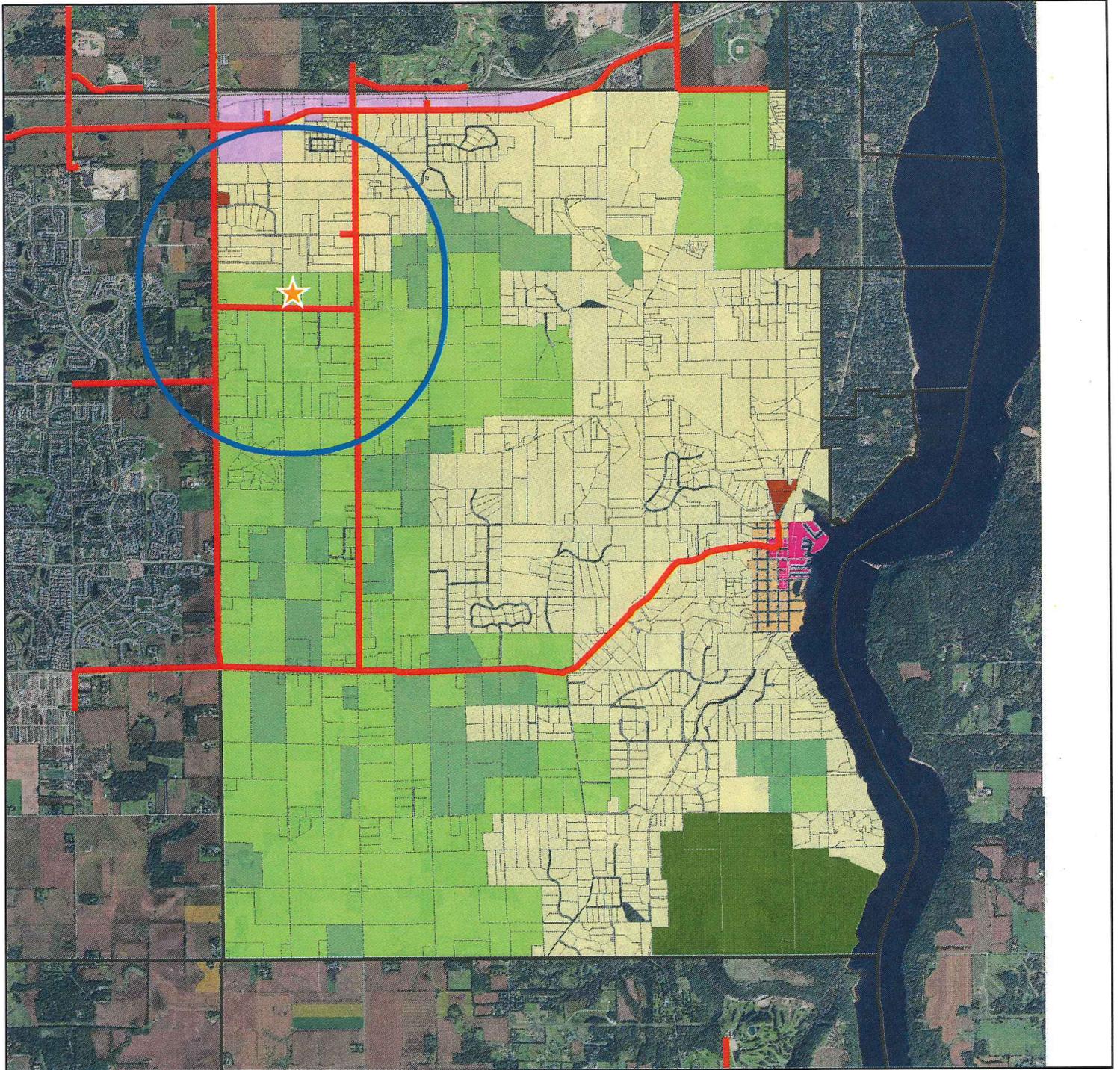
Unified Soil Classification System | USDA Map Unit Symbol | USDA Map Unit Name | Hydric Soils Classification

CL 49B Antigo silt loam, 2 to 6 percent slopes 0% Hydric
N/A 12D Emmert gravelly loamy coarse sand, 15 to 25 percent slopes 0% Hydric
N/A 155B Chetek sandy loam, 0 to 6 percent slopes 0% Hydric
N/A 301B Lindstrom silt loam, 2 to 4 percent slopes 4% Hydric
SM 155C Chetek sandy loam, 6 to 12 percent slopes 0% Hydric

Rambo Community Solar Garden

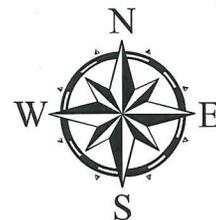
Afton, Washington County, Minnesota

Soils



Afton - USS Rambo Solar

-  USS Rambo
-  Solar Garden 1 mi. Buffer
-  Target Distribution Lines
-  Municipal Boundary
-  Ag Preserve
-  Agricultural
-  Industrial
-  Marina Services
-  Rural Residential
-  State Park
-  Village Historic Site - Comm.
-  Village Historic Site - Resi.



1:60,000

APPENDIX II – LANDSCAPE PLAN AND RENDERINGS



Buffer Planting Schedule

KEY	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.	MATURE HEIGHT
●	172	Techny Arborvitae / Thuja occidentalis 'Techny'	6" HT BB	8'-0" O.C. TYP.	12'-15'
●	179	Cardinal Dogwood / Cornus sericea 'Cardinal'	#8 CONT.	8'-0" O.C. TYP.	8'-10'

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

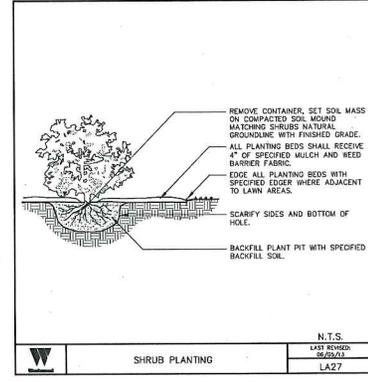
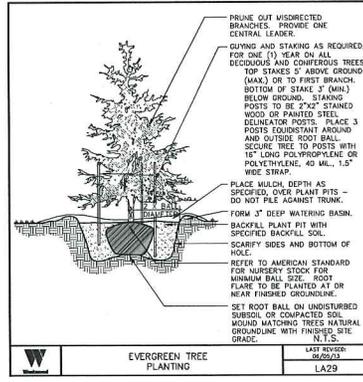
Buffer Planting Materials



Planting Notes

- CONTRACTOR SHALL CONTACT GOPHER "ONE CALL" (888-454-2002 or 800-252-1166) TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
- ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL PROVIDE ONE YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
- ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
 ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
 ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
 ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
 ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAVING.
 CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
- PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
- PLANTS TO BE INSTALLED AS PER MIMLA & ANSI STANDARD PLANTING PRACTICES.
- PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
- 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.
- REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
- PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
- BACKFILL SOIL AND TOPSOIL TO ADHERE TO MN/DOOT STANDARD SPECIFICATION 3877 (COMMON TOPSOIL BORROW) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
- PROVIDE MULCH FOR ALL TREE AND SHRUB PLANTINGS PER DETAIL. MULCH TO BE SHREDDED HARDWOOD AND FREE OF DELETERIOUS MATERIAL. MULCH 3" DIAMETER RING AROUND ALL TREES AND SHRUBS TO A DEPTH OF 4". KEEP MULCH OFF TRUNK.
- CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
- REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

Planting Details



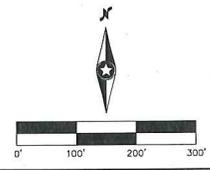
Westwood

Phone (952) 937-5150 7889 Anagram Drive
 Fax (952) 937-5852 Eden Prairie, MN 55344
 Website (952) 937-5150 westwoodps.com
 Westwood Professional Services, Inc.

Design:	NTM	
Check:	NTM	
Draw:	NTM	
Record Drawing by/date:		
Revision #	DATE	DESCRIPTION

Prepared for:

100 N 6th St #218c
 Minneapolis, MN 55403



USS Rambo Solar LLC
 City of Afton, Minnesota
 12436 15th St S
 Afton, MN 55001, USA

Preliminary Landscape Plan

Not for Construction

Date: 09/07/17
 Sheet: C.500

Existing Conditions

Westwood
Multi-Disciplined
Surveying & Engineering

US/SOLAR



This graphic is an artist's rendition and should be used for discussion purposes only. Please see final plans for actual details.

June 20th, 2017

studio 360

USS Rambo Solar LLC

City of Afton, Minnesota

Proposed Development Image

Westwood
Multi-Disciplined
Surveying & Engineering

US/SOLAR



This graphic is an artist's rendition and should be used for discussion purposes only.
Please see final plans for actual details.

June 20th, 2017

studio 300

USS Rambo Solar LLC

City of Afton, Minnesota

Existing Conditions

Westwood
Multi-Disciplined
Surveying & Engineering

US/SOLAR



This graphic is an artist's rendition and should be used for discussion purposes only. Please see final plans for actual details.

June 20th, 2017

studio 360

USS Rambo Solar LLC

City of Afton, Minnesota

Proposed Development Image Without Landscaping

Westwood
Multi-Disciplined
Surveying & Engineering

US/SOLAR



This graphic is an artist's rendition and should be used for discussion purposes only.
Please see final plans for actual details.

June 20th, 2017

studio 360

USS Rambo Solar LLC

City of Afton, Minnesota

Proposed Development Image

Westwood
Multi-Disciplined
Surveying & Engineering

US/SOLAR



This graphic is an artist's rendition and should be used for discussion purposes only.
Please see final plans for actual details.

June 20th, 2017

studio 360

USS Rambo Solar LLC
City of Afton, Minnesota

APPENDIX III – INTERCONNECTION AGREEMENT

414 Nicollet Mall
Minneapolis, MN 55401

1-800-895-4999
xcelenergy.com



June 27, 2017

Solar*Rewards Community Study Results

Customer Legal Name: USS Rambo Solar LLC
Service Address: 12426 15th St S, Afton, MN 55001
Project Description: 1 MW SRC Project

Xcel Energy is pleased to deliver the engineering indicative cost estimate for the Solar*Rewards Community solar garden application(s) for the above-referenced site:

Site	SRC #	Garden Name	Legal Name (if different than the legal name noted above)	Capacity (MW)
1	051592	USS Rambo Solar LLC		1

The engineering indicative cost estimate has identified scope and costs to accommodate 1 MW at 0.98 leading power factor, which is the largest size generation up to the applied for amount allowed at this location.

A non-unity fixed power factor is required to limit rapid voltage change consistent with the methodology explained in our April 26, 2017 report to the Minnesota Utilities Commission.

Our indicative estimated cost for proceeding with maximum MW allowed for this proposed project at the above site is \$94,923. This estimate is based on the content of the application as of the date it became Expedited Ready and we began our review for purposes of determining the indicative estimated cost within the 40 day – 50 business day time frame as set forth in our tariff.

There are no other applications ahead of the above in the applicable Interconnection Queue.

You have the option of further proceeding with this project at the capacity allowed based on the indicative estimate if you pay to us either the full amount or one-third of this amount within 30 days along with a Letter of Credit. You agree to pay the actual costs consistent with the Section 10 Interconnection Agreement and comply with all provisions of the Section 10 Tariff. Pursuant to Minn. R. 7835.4750, please note that the Commission's interconnection standards are set forth in our Section 10 Tariff which as of the date of this letter is available at this link: http://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me_Section_10.pdf

Please note that you need to provide certain contact information or signatures on the following:

- 1.) Provide contact information on Sheet 124 of the Interconnection Agreement,
- 2.) Sign the Interconnection Agreement on Sheet 127,
- 3.) Sign the attached Statement of Work associated with Exhibit B to the Interconnection Agreement,
- 4.) Provide the 24/7 contact information on Exhibit D, par. 9.3 to the Interconnection Agreement,
- 5.) Sign Exhibits D and E to the Interconnection Agreement.

Exhibit B contains cost allocation for the individual gardens. Interconnection Agreements, with required Exhibits, are also being provided for each individual garden. Where work is for one or more Co-Located

APPENDIX IV – MEMORANDUM OF SITE LEASE

_____(TOP 3 INCHES RESERVED FOR RECORDING DATA)_____

MEMORANDUM OF LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LEASE AND SOLAR EASEMENT (this "**Memorandum**"), dated as of Sept 28/16, 2016 (the "**Effective Date**"), is made by and between, Lyle V Rambo, an individual, whose address is 12560 15th St S, Afton, MN 55001 ("**Lessor**") and **US SOLAR DEVELOPMENT LLC**, a Delaware limited liability company, whose address is 100 N 6th St., Suite 222C, Minneapolis, MN 55403 ("**Lessee**").

A. Lessor is the owner of real property located in Washington County, Minnesota, that is legally described in Exhibit A (the "**Lessor Property**").

B. Lessor and Lessee have entered into that certain Lease and Solar Easement (the "**Lease**"), having an effective date of Sept 30/2016, 2016, whereby Lessor leases to Lessee and Lessee leases from Lessor the Lessor Property (the "**Premises**") for the purposes of the Facility (as defined below) on the Premises.

C. Lessor and Lessee wish to give record notice of the existence of the Lease.

NOW THEREFORE, in consideration sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Purpose of Lease. The Lease is solely for solar photovoltaic energy generation purposes, and throughout the term of the Lease, Lessee shall have the sole and exclusive right to use the Lessor Property for such purposes. For purposes of the Lease, photovoltaic energy generation purposes means: (i) monitoring, testing and assessing the Lessor Property for solar photovoltaic energy generation, and (ii) developing, constructing, installing, operating, maintaining, repairing, and replacing photovoltaic electric energy generating equipment, supporting structures and ballasts, inverters, electrical transformers, fixtures, electric distribution lines, communication lines, metering equipment, interconnection facilities and related facilities and equipment (collectively, the "**Facility**") on the Lessor Property. Any improvements, fixtures or structures that are not a part of the Facility shall not be installed on the Lessor Property without the express written consent of Lessor.

Commencement Date; Term; Renewal Terms. The term of the Lease ("Term") shall commence upon the Effective Date and continue until 11:59 pm on the twenty-fifth (25th) anniversary of the Commencement Date. The "Commencement Date" shall be the first day of the first full month after the Facility commences commercial production and sale of electricity on the Lessor Property under any contract or agreement or other arrangement pursuant to which Lessee sells the electricity and related Environmental Attributes (as defined in the Lease) to any purchaser thereof. The period of time between the Effective Date and the Commencement Date is not expected to exceed three (3) years. If the Commencement Date does not occur within three years of the Effective Date of the Lease, except as such period may be extended due to Force Majeure or by agreement of the parties, then, Lessee may elect to pay the Rent amount that would otherwise be due following the Commencement Date (in which case the date of such payment shall be deemed to be the Commencement Date), and if Lessee does not elect to do so (or if the Commencement Date does not otherwise occur) within ninety (90) days following the expiration of such three-year period (as may be extended as provided in the Lease), then either Lessee or Lessor may elect to terminate the Lease by delivering written notice to the other to such effect, in which case neither Lessee nor Lessor shall have any further obligations under this Lease and Lessee shall have no further obligation to pay Rent to Lessor. Lessee shall use commercially reasonable efforts to have the Commencement Date occur on or before December 31, 2016; provided, however, that if Lessee determines at any time prior to the Construction Date (as defined in the Lease) that the Lessor Property is unsuitable for the Facility or that a required approval has not been received or is not likely to be received in a timely fashion, Lessee may terminate the Lease in accordance with its terms. Lessee has options to extend the initial Term of the Lease for three additional five (5) year terms commencing immediately on the day that the Term would otherwise expire.

Solar Easement. The Lease grants to Lessee, for the term of the Lease, an exclusive solar easement to use all sunlight which naturally arrives at the Premises, including an exclusive easement prohibiting any obstruction to the free flow of sunlight to the Premises throughout the entire area of the Lessor Property described on Exhibit B of the Lease (the "Easement Premises"), which shall consist horizontally three hundred and sixty degrees (360°) from any point where any photovoltaic generating facility is or may be located at any time from time to time (each such location referred to as a "Solar Site") and for a distance from each Solar Site to the boundaries of the Easement Premises, together vertically through all space located above the surface of the Easement Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the plane from each point along the exterior boundary of the Easement Premises through each Solar Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises.

Other Easements. The Lease grants to Lessee, for the term of the Lease, the following easements over, across and on the Lessor Property (a) a non-exclusive access easement ("Access Easement") through the Lessor Property for purposes of Lessee's access to the Facility on the Premises ("Access Premises"), pursuant to which Lessee may construct, use and/or maintain a road within the Access Premises at Lessee's expense; (b) a non-exclusive easement on and through that portion of the Lessor Property consisting of the Distribution Premises (as defined in the Lease) for the purpose of installing, operating and maintaining an electric distribution line and related communication lines between the Facility and electrical facilities owned by certain

purchasers of electricity and related Environmental Attributes; and (c) an easement and license for the Facility to create, cause, increase, accentuate, or otherwise contribute to the occurrence of light, shadows, shadow and light flickering, glare and reflection, on and across the Lessor Property. Under the terms of the Lease, Lessee shall also be entitled to ingress and egress to and from its Facility and appurtenant equipment and electrical power lines over the Premises and such additional areas of the Lessor Property as shall be reasonably necessary to access a public roadway or alley.

Ownership of Lessee's Improvements; Disclaimer of Title to Environmental Attributes. The Facility and related equipment constructed, installed or placed on the Premises and within the Distribution Premises by Lessee pursuant to the Lease shall be the sole property of Lessee, and Lessor agrees that it shall have no ownership or other interest in the Facility and related equipment owned by Lessee on the Premises or within the Distribution Premises. The Facility is and shall remain personalty of the Lessee, notwithstanding any present or future common ownership of the Facility and the Premises, and irrespective of whether any of the Facility is deemed to be a fixture or otherwise part of the Lessor Property or any improvements on the Lessor Property, and Lessor acknowledges that the Facility is and shall remain personal property of Lessee irrespective of the manner of its attachment or connection to the Lessor Property. Lessor acknowledges that Lessee's lenders may request a first priority security interest in the Facility as collateral for financing of the Facility, and Lessor consents to the grant by Lessee of such a security interest, and the filing of instruments necessary to perfect such a security interest under the Uniform Commercial Code in the Facility as personal property of the Lessee. Lessor agrees that all Environmental Attributes remain the property of Lessee irrespective of whether Lessor consumes or uses any of the electricity generated by the Facility, and Lessor has no title or right to any such Environmental Attributes related to, arising from or associated with the Facility or any electrical capacity or energy created by the Facility. Any grant, rebate, incentive payment, tax credit or any other cash or tax benefit arising from or associated with the installation or ownership of the Facility or the production of energy and capacity by the Facility, shall inure to the exclusive benefit of Lessee.

Right to Encumber; Assignment. Lessee may at any time mortgage, pledge or encumber all or any part of its interest in the Lease and rights under the Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under the Lease to any entity without the consent of Lessor. Lessee may assign, sublease, transfer or convey its interests in the Lease to an affiliate or subsidiary of Lessee which will own, lease or otherwise control the Facility, or an entity through which succeeds to all or substantially all Lessee's assets, without Lessor's consent. Lessee may also assign, sublease, transfer or convey its interests in the Lease to a third party without Lessor's consent, subject to the conditions set forth in the Lease. Lessor acknowledges that it may not sell, transfer, lease, assign, mortgage, or otherwise encumber the Facility or Lessee's interest in the Lease and related easements, and any sale or conveyance of the Lessor Property or Lessor Improvements shall be subject to the leasehold and easement interests of Lessee in the Lease.

Continuing Nature of Obligations. The solar easement and related rights and easements granted by Lessor in the Lease to Lessee are easements in gross, representing interests personal to and for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easement. The easement and other rights granted by Lessor in the Lease are independent of any lands or estates or interest in lands, there is no other real

property benefiting from the solar easement and related rights granted in the Lease and, as between the Premises and other tracts of property, no tract is considered dominant or servient as to the other. The burdens of the solar easement and all other rights granted to Lessee in the Lease shall run with and against the Premises and the Easement Premises and shall be a charge and burden on the Premises and the Easement Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease, including the solar easement, shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

Survival of Covenants. The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee under the Lease, including, but not limited to, the easement described in Section 3 and 4 hereof, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger set of facilities serving several solar energy facilities with which the Facility will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Facility, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to the Lease shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Facility or related solar projects or facilities remain operational.

Landowner Activities. Lessor uses the Lessor Property for agricultural purposes. Lessee reserves the right to relocate or reconfigure the Facility upon the Premises during the term of this Lease. Lessee agrees to cooperate with Lessor to locate the Facility on the Premises in a manner that minimizes interference with agricultural or business operations of Lessor or Lessor's tenants, to the extent consistent with Lessee's planned use of the Premises.

Purpose of this Memorandum. This Memorandum has been executed, delivered and recorded for the purpose of giving notice of the lease, easements, and other rights in accordance with the terms, covenants and conditions of the Lease. The terms and conditions of the Lease are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control.

[Signature pages follow]

LANDOWNER:

By: Lyle V Rambo
Lyle V Rambo

STATE OF MINNESOTA)

) ss.

COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 30th day of August, 2016 by Lyle V Rambo, an individual.



Mary Pfingsten Denzer
Notary Public

My commission expires: 1/31/17

THIS INSTRUMENT DRAFTED BY:

Lindquist & Vennum LLP (DJG)
4200 IDS Center
80 S. Eighth Street
Minneapolis, MN 55402
(612) 371-3211

**EXHIBIT A TO
MEMORANDUM OF LEASE AND SOLAR EASEMENT**

West 1/2 of South West 1/4 of NE1/4 of Section 7, Township 28 North, Range 20 West of the Fourth Principal Meridian according to the United State survey thereof.

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

Planning Commission Memo

Meeting: December 4, 2017

To: Chair Ronningen and members of the Planning Commission

From: Ron Moorse, City Administrator

Date: November 29, 2017

Re: 2018 Planning Commission Meeting Schedule

In 2018, there are two Planning Commission meeting dates that are affected by holiday observances. One is the January 1 meeting, the other is the September 3 meeting. The New Year's Day holiday falls on Monday, January 1. The holiday observance requires that the Planning Commission meeting be rescheduled. In the case of a holiday conflict, Planning Commission meetings are generally rescheduled to the following Monday. This would be January 8. The meeting could also be rescheduled to Tuesday, January 2.

The September 3 meeting falls on the Labor Day holiday. This meeting could be rescheduled to Monday, September 10 or Tuesday, September 5.

In addition, the July Planning Commission meeting falls on July 1. This does not require the meeting to be rescheduled, but the Commission could reschedule to July 9 if desired.

Planning Commission Direction Requested:

Motion regarding the rescheduling of the January 1, 2018 and September 3, 2018 Planning Commission meetings.

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

Planning Commission Memo

Meeting: December 4, 2017

To: Chair Ronningen and members of the Planning Commission

From: Ron Moorse, City Administrator

Date: November 29, 2017

Re: Afton Creek Preserve PLCD Subdivision Concept Alternatives at 14220 60th Street and parcels with PID Numbers 33.028.20.33.0005, 33.028.20.33.0004, 33.028.20.32.0001, 32.028.20.41.0002, 32.028.20.42.0004, and 32.028.20.43.0001.

The City Council, at its October 17, 2017 meeting, referred the Afton Creek Preserve Preservation and Land Conservation Development (PLCD) back to the Planning Commission for reconsideration. Since then, the applicant has developed two concept alternatives to address feedback from the Planning Commission, the neighboring property owners and the City Council, and to minimize the number of required variances. The applicant would like to obtain general feedback from the Planning Commission and the City Council regarding the two concept alternatives to guide the detailed preparation of one alternative to bring forward in a continuation of the preliminary plat review process.

One concept alternative is a revised cul de sac with one termination point and 16 lots. The other concept alternative is a loop road with access to Odell Avenue. The two concept plans, along with the initial sketch plan that included the loop road, are attached along with a narrative from the applicant regarding the two plans.

Concept Alternatives

The following is an outline of the features of each of the two concept alternatives.

Concept 1-A

Loop Road with Access to Odell Avenue

The loop road alternative has access at 60th Street at its southeast end and has access to Odell Avenue at its northeast end. This alternative also includes a cul de sac extending from the loop road to the west that includes 9 lots.

- Addition of Odell Avenue access
 - Dispersal of traffic (amongst two access points)
 - Additional emergency vehicle access point
 - Cul-de-sac length generally consistent with Ordinance requirement
 - New traffic impacts on Odell

- Addition of 5-acre lot with frontage on Odell

- Lot is proposed to be dedicated to the City as parkland, reserving a 60 foot wide road right-of-way.
 - Approximate 4-acre park would result (accessible from Odell Avenue)
 - Rural Residential zoning to be retained
 - Odell Avenue pedestrian connection provided to PLCD open space
- Second cul-de-sac turnaround eliminated (no need for variance)
- Nine lots with access to cul-de-sac (no need for variance)
- Includes 60th Street scenic overlook

Concept 1-B

Revised Cul de Sac

The revised cul de sac alternative has eliminated the extension to the north that did not conform to the City's definition of cul de sac. The revised cul de sac includes 16 lots.

- Single access from 60th street retained (5 acre Odell Avenue lot not included)
- One access point for emergency vehicles
- Second cul-de-sac turnaround eliminated (no need for variance)
- Proposed cul-de-sac length (in excess of 1,320 feet) allowed by PLCD
- More than 9 lots on the cul de sac (variance needed)
- Odell Avenue residents exposure to subdivision is limited
- Includes 60th Street scenic overlook
- No park land dedication (resulting in a cash contribution)

General Plan Revision

In addition to the two concept plans, the overall PLCD plan has been revised to no longer include the 20-acre parcel in the southwest portion of the site that is directly to the west of the Turner horse farm at 13926 60th Street.

Legal Questions for City Attorney Response

During the application review process, a number of legal questions have been raised regarding various elements of the application. The City Attorney has provided verbal responses regarding some of the questions, but additional clarity has been requested. The City Attorney is in the process of preparing written responses regarding the legal questions. The written responses will be provided in advance of the Planning Commission meeting.

Request for Feedback from Planning Commission

The applicant is requesting general feedback from the Planning Commission regarding the concept alternatives to guide the detailed preparation of one alternative to bring forward in a continuation of the preliminary plat review process.

Planning Commission Direction Requested:

Motion regarding feedback concerning the Afton Creek Preserve PLCD subdivision concept alternatives.



J.P. Bush
H O M E S

Supplementary Narrative Document

November 20, 2017

Supplementary Narrative Document to City of Afton Planning Commission and City Council

Property: 14220 60th St S Afton MN 55001
Will Carlson owned 218.6 Acres

Usage: Previously operated under Agriculture Zoning.
Request to Use Ordinance Article XII Sec. 12-2371
PRESERVATION AND LAND CONSERVATION DEVELOPMENTS

Proposer: Will Carlson, Land Owner.
JP Bush Homes, Developer.

The Developer in addition to original narrative adds the following information.

The Developer has submitted plans for a PLCD in the City of Afton. The following Committees have seen and formally reviewed plans for the development.

1. Parks Committee.
2. NRGC Committee.
3. Planning Commission.
4. City Council.

The City Council has advised the developer to extend the time for review and consider options for discussion. The options for consideration (attached) encompass meetings and cooperation between the City Staff and the Developer.

ATTACHED DOCUMENTS

25 copies 11x17 and 2- 24x36 of the original sketch plan dated November 15, 2016.
25 copies 11x17 and 2-24x36 of design showing a Thru road. Plan called (1-A)
25 copies 11x17 and 2-24x36 of design showing single Cul-De-Sac. Plan called (1-B)

The plan dated November 16, 2016 was the original plan submitted for sketch plan review and modified omitting exit to Odell. The omission and redesign based on suggestions during sketch plan review. The

intent for this document being attached in this packet is for History information and discussions related to Plan called (1-A).

The Plan (1-A) is a plan that has.

1. Removal of previous planned lot #1 Block 1 on 60th near the west end of the development.
2. Developers intent to restrict the traffic exits onto 60th as A RIGHT TURN OUT ONLY.
3. An exit onto Odell as originally shown in the first plan submitted in 2016.
4. The existing parcel on Odell will have City dedication and road right of way.
5. The Trail system in the Conservation area will extend to the North boundary and out onto Odell.
6. The entry/Exit onto Odell to be landscaped.
7. The Cul-de-sac shown has 9 lots and is 1500 feet long.

The Plan (1-B) is a plan that has.

1. One Cul-De-Sac and 16 lots on it.
2. Lot #1 Block 1 off 60th removed.

The Developer is asking for feedback on the attached documents to determine the direction and expense of a Preliminary Plat application. Please accept this supplement to the City of Afton Planning Commission and City Council.



Joseph P Bush
J.P. Bush Homes

AFTON CREEK PRESERVE CONCEPT 1-A

Part of the Southeast Quarter of Section 32 and part of the Southwest Quarter of Section 33,
all in Township 28 North, Range 20 West, City of Afton, Washington County, Minnesota

Property Identification Numbers
3302820330002
3302820330004
3302820330005
3302820330001
3202820410002
3202820420004

Developer:



J.P. Bush
HOMES
Lakeland, Minnesota

Property Owner: Will Carlson

TOTAL PARCEL AREA = 198.05 acres

Proposed Conservation Easements
OPEN SPACE = 99.58 acres
(50.3% gross parcel area)

Proposed Lots (18 total) = 90.73 acres

Proposed Road Right of Way = 7.7 acres

Proposed Road Right of Way Width = 60 feet

Proposed Road Right of Way Width
(60th Street South) = 33 feet from center line

Proposed Length of Cul-De-Sac - 1550 feet

Proposed Road Type - 24 foot wide rural section

Legend

- Denotes slopes 12% to 17.9%
- Denotes slopes over 18%
- Denotes wetland location per U.S. Fish and Wildlife Service National Wetlands Inventory.
- Denotes stream.
- Denotes general surface water flow.
- Denotes proposed culvert location.
- Denotes proposed house site.
- Denotes proposed septic area. This area includes enough land for a primary and secondary system.
- Denotes proposed driveway location.
- Denotes proposed walking path.

Contours are at two foot intervals and are based on data published by the Minnesota Department of Natural Resources.

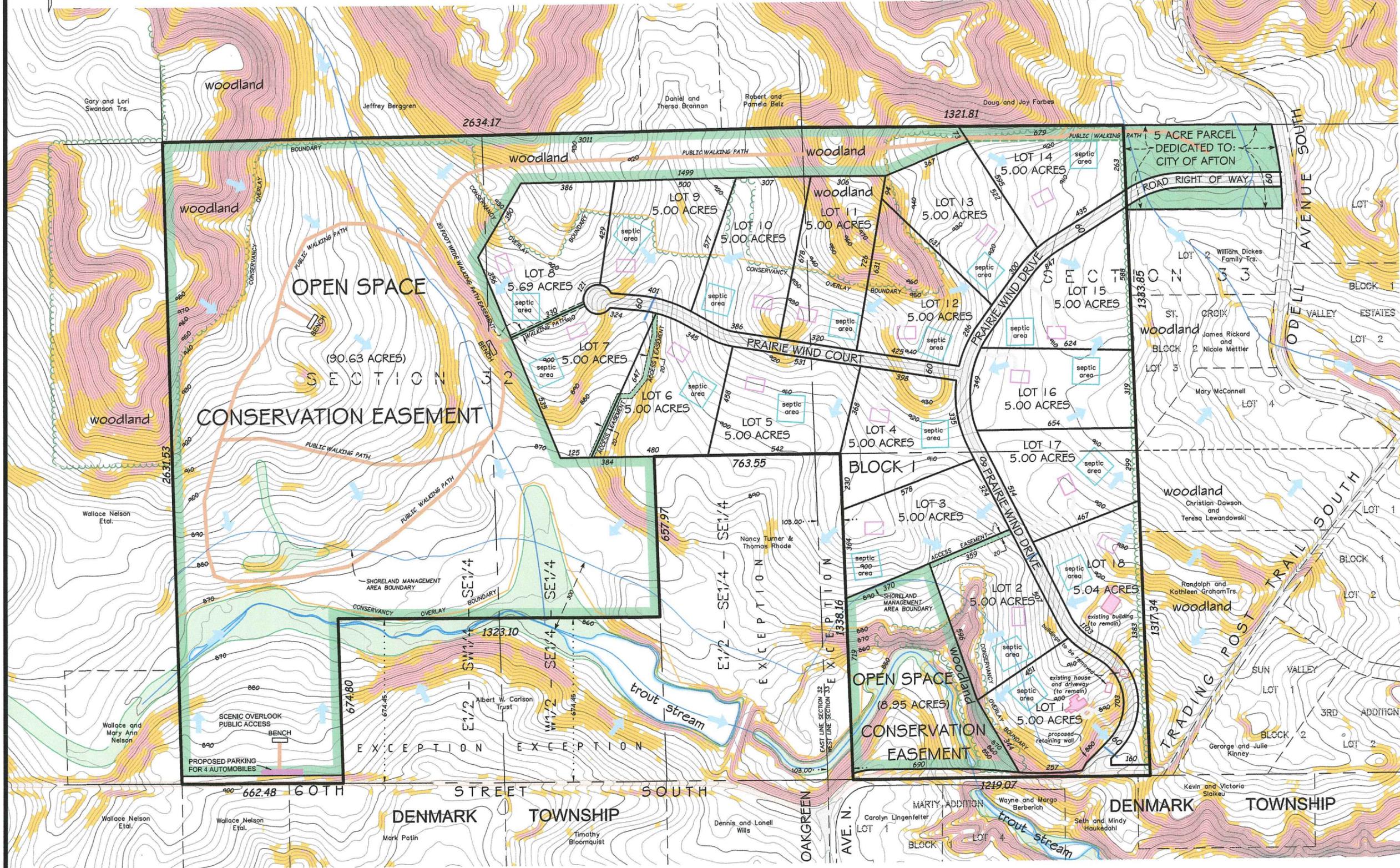
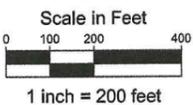
Vicinity Map



OFFICIAL COPIES OF THIS MAP ARE CRIMP SEALED

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

Landmark Surveying, Inc.
mil Horak
Milo B. Horak, Minnesota License No. 52577
Date: November 19, 2017



The following minimum setbacks were observed:
Buildings - 200 feet from the stream bank.
Septic Areas - 150 feet from the stream bank.
Buildings and Septic Areas - 40 feet from a bluff line.

NOTE:
All proposed lots have a minimum of 2.5 acres of buildable land.

Landmark Surveying, Inc.
21090 Olinda Trail North
P.O. Box 65
Scandia, Minnesota 55073
Office number: 651-433-3421
Cell number: 651-755-5760
E-mail: intthefield@frontier.net

AFTON CREEK PRESERVE CONCEPT 1-B

Part of the Southeast Quarter of Section 32 and part of the Southwest Quarter of Section 33,
all in Township 28 North, Range 20 West, City of Afton, Washington County, Minnesota

Property Identification Numbers
3302820330002
3302820330004
3302820330005
3302820330001
3302820410002
3302820420004



Developer:
J.P. Bush
HOMES
Labeland, Minnesota

Property Owner: Will Carlson

TOTAL PARCEL AREA = 198.05 acres

Proposed Conservation Easements
OPEN SPACE = 106.14 acres
(53.6% gross parcel area)

Proposed Lots 16 buildable total

Proposed Road Right of Way = 7.1 acres

Proposed Road Right of Way Width = 60 feet

Proposed Length of Cul-De-Sac - 4012 feet
(60th Street South) = 33 feet from center line

Proposed Length of Cul-De-Sac - 4012 feet

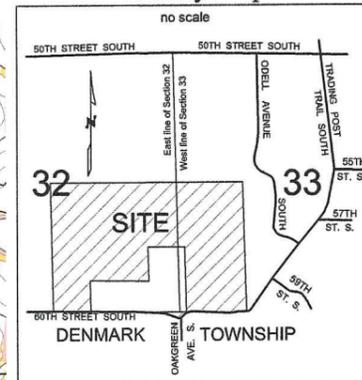
Proposed Road Type - 24 foot wide rural section

Legend

- Denotes slopes 12% to 17.9%
- Denotes slopes over 18%
- Denotes wetland location per U.S. Fish and Wildlife Service National Wetlands Inventory.
- Denotes stream.
- Denotes general surface water flow.
- Denotes proposed culvert location.
- Denotes proposed house site.
- Denotes proposed septic area. This area includes enough land for a primary and secondary system.
- Denotes proposed driveway location.
- Denotes proposed walking path.

Contours are at two foot intervals and are based on data published by the Minnesota Department of Natural Resources.

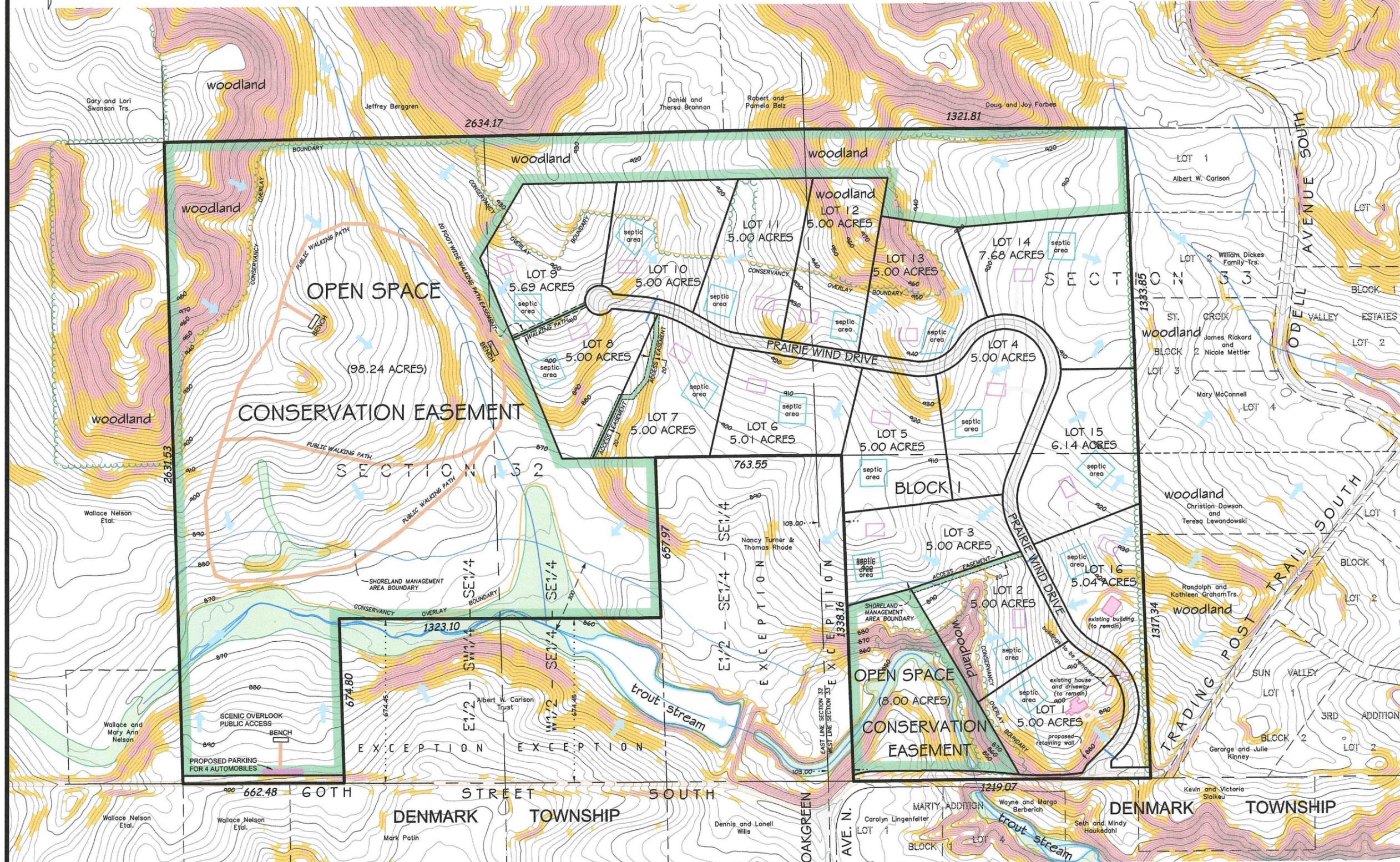
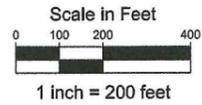
Vicinity Map



OFFICIAL COPIES OF THIS MAP ARE CRIMP SEALED

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

Landmark Surveying, Inc.
Milo B. Horak, Minnesota License No. 52577
November 19, 2017
Date



The following minimum setbacks were observed:
Buildings - 200 feet from the stream bank.
Septic Areas - 150 feet from the stream bank.
Buildings and Septic Areas - 40 feet from a bluff line.

NOTE:
All proposed lots have a minimum of 2.5 acres of buildable land.

Landmark Surveying, Inc.

21090 Olinda Trail North
P.O. Box 65
Scandia, Minnesota 55073
Office number: 651-433-3421
Cell number: 651-755-5760
E-mail: inthefield@frontiernet.net



-- CONCEPT --

NOTE: 2016 Version

PRESERVATION & LAND CONSERVATION DEVELOPMENT

Part of the Southeast Quarter of Section 32 and part of the Southwest Quarter of Section 33,
all in Township 28 North, Range 20 West, City of Afton, Washington County, Minnesota

Developer:



J.P. Bush
HOMES
Lakeland, Minnesota

Property Owner: Will Carlson

TOTAL PARCEL AREA = 198.0 acres

Proposed Conservation Easements
OPEN SPACE = 99.6 acres
(50.3% gross parcel area)

Proposed Lots (18 total) = 90.8 acres

Proposed Road Right of Way = 7.6 acres

Proposed Road Right of Way Width = 60 feet

Proposed Length of Cul-De-Sac = 1535 feet ±

Proposed Road Type - 24 foot wide rural section

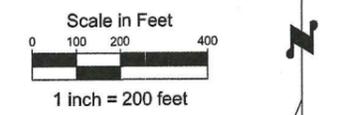
All proposed lots have a minimum of 2.5 acres of buildable area.

Legend

- Denotes slopes 12% to 17.9%
- Denotes slopes over 18%
- Denotes wetland location.
- Denotes stream.
- Denotes general surface water flow.
- Denotes proposed culvert location.
- Denotes proposed house site.
- Denotes proposed septic area.
- Denotes proposed driveway location.

Contours are at two foot intervals and are based on data provided by the Minnesota Department of Natural Resources.

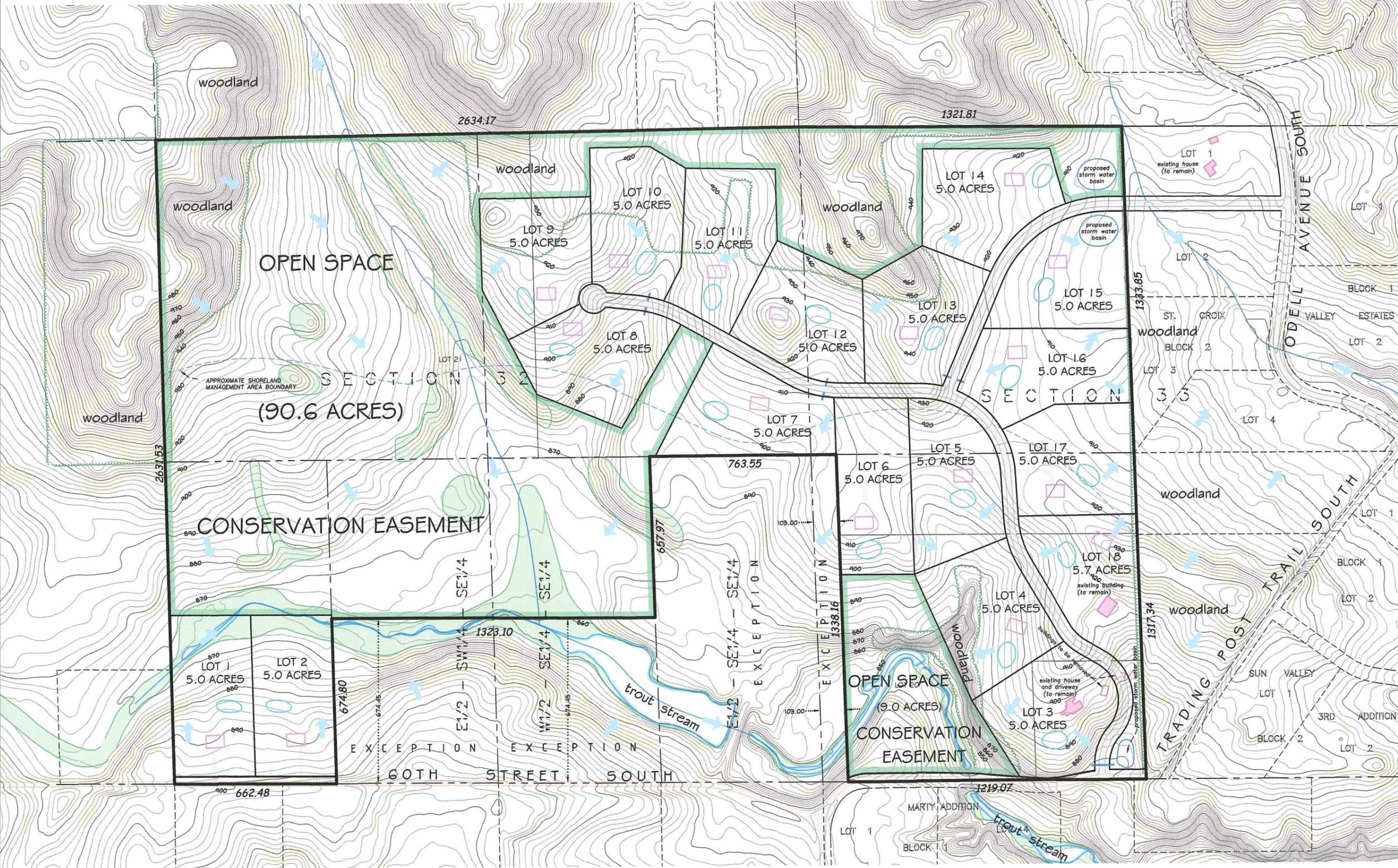
Wetland, Shoreland and stream locations are approximate and are based on data obtained through the National Wetlands Inventory - V2 online interface and the City of Afton Zoning Map (MAP 11).



OFFICIAL COPIES OF THIS MAP ARE CRIMP SEALED

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Landmark Surveying, Inc.
mil Horak
Milo B. Horak, Minnesota License No. 52577
November 15, 2016
Date



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E-mail: inthefield@frontiernet.net

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

Planning Commission Memo

Meeting: December 4, 2017

To: Chair Ronningen and members of the Planning Commission

From: Ron Moorse, City Administrator

Date: November 29, 2017

Re: Comprehensive Plan Update

The Planning Commission met in a work session on Wednesday, November 29, 2017 to review edits to the Comprehensive Plan and determine any additional edits or updates needed. The Commission may want to continue its discussion from the work session and determine additional work needed to finalize a draft update of the Comprehensive Plan.

Also, the Planning Commission, at its November 6, 2017 meeting, discussed suggested additional language regarding the Solid Waste Plan that was provided by the Natural Resources and Groundwater Committee, but it was not clear whether all or some of this language was to be added to the Comprehensive Plan. The suggested language is attached for review and direction.

Planning Commission Direction Requested:

Motion regarding additional edits and additional work needed to finalize a draft update of the Comprehensive Plan.

SOLID WASTE PLAN

Ver 9/18/17

The City of Afton does not have and does not want a solid waste disposal site due to the fragile nature of the soils and the underlying geological substrate. The City contracts with trash haulers to collect both solid waste and recycling on a regular schedule.

The City prohibits the burning or dumping of trash or garbage at any time.

The Afton Comprehensive Plan includes the following waste management options as mandatory or voluntarily for both residential and business entities.

SOLID WASTE GOALS and POLICY

The City of Afton establishes the following solid waste goals:

1. Manage waste in a manner that will protect the environment and public health
2. Resource conservation and recovery.
3. Manage waste to minimize land filling and incineration by emphasizing less waste generation and increase waste reuse (composting) and source separating recyclable materials.
4. Explore avenues to encourage residents and businesses to reduce solid waste by providing educational material for best present and future practices.
5. Routinely report to residents results of recycling and waste reduction with total volumes and associated cost benefits.
6. Educate residents and businesses by sending consistent messages about the importance and value of waste management both economically and environmentally.
7. Evaluate the value and relative success of mandatory or volunteer participation.

The City of Afton establishes the following solid waste policy

1. Waste reduction and reuse of resources
2. Waste separation and recycling
3. Promote composting of yard waste and food waste
4. Provide for trash hauling and recycling
5. Enforcement of illegal burning or dumping of trash
6. Routinely report to residents results of recycling and waste reduction efforts with total volumes and associated cost benefits

November 21, 2017 City Council Highlights

The Council:

- Approved a Minor Subdivision Application for Charlie and Daniel Wamstad at 1987 Manning Ave.
- Approved a Variance Application for Duane and Jennifer Lenander at 12468 Meadow Bluff Trail.
- Approved a fee increase for Highland Sanitation
- Approved permanent installation of a security system for the wastewater treatment site
- Approved two liquor license renewals for 2018
- Approved withdrawal from the Gateway Corridor Commission
- Designated Shepard of the Valley as the official polling place for 2018 elections
- Approved demolition of the old public works garage
- Approved pay voucher No. 7 from Geislinger and Sons for the Downtown Improvement Project in the amount of \$921,207.69
- Approved pay voucher No. 5 from Park Construction for the 2017 Pavement Management Project in the amount of \$36,101.54
- Appointed Erin Smillie to serve on the Parks Committee
- Approved purchase of an office computer for city staff