SUPPLEMENTAL PACKET

Special Council Meeting

12-4-19 CCSP

4.A.

December 4th, 2019

Afton Creek Preserve Development, LLC
Bruce Smith
488 Atwater Circle
St. Paul, MN 55103

City Administrator
Ron Moorse
3033 St. Croix Trail
Afton, MN 55011

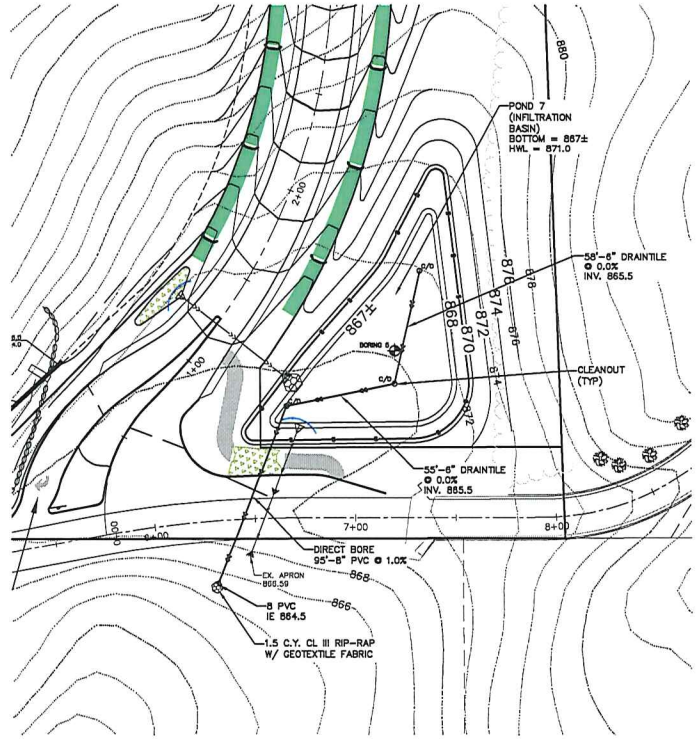
Dear Mr. Moorse,

Per your request on December 2nd, 2019 enclosed with this letter you will find a detailed drain tile plan from Chuck Plowe of Plowe Engineering. This plan is the proposed drain tile solution for Pond 7 referenced in Chuck Plowe's written plan addressed to the City engineer Nick Guilliams December 2nd, 2019. This solution will be installed in the summer of 2020 if, and only if, Pond 7 is unequivocally proven to be failing the prescribed draw down period of 24 hours. The "eyeball test" is not going to suffice for proof, we are going to need measurable proof of failing the **DEFINED** draw down period.

We are fully committed to making this stormwater system function. Please forward this information to all council members for review prior to our Special Session meeting Wednesday December 4th, 2019 at 5pm.

Sincerely,

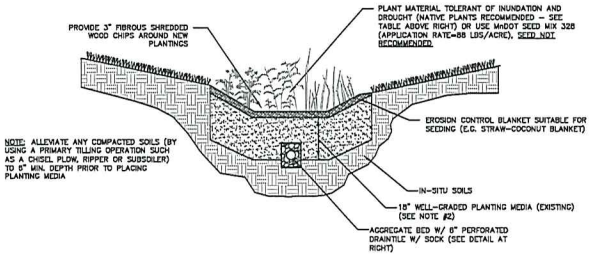
Bruce Smith



1. AGGREGATE SHALL BE THE FOLLOWING:
   1"–1.5" DOUBLE WASHED STONE
   –OR–
   1/4"–1/2" WASHED RIVER RUN PEA GRAVEL
2. WELL–BLENDED FILTRATION MEDIA TO BE COMPRISED OF (BY VOLUME):
   70–80% CLEAN CONSTRUCTION SAND (AASHTO M–6 OR ASTM C–33, GRAIN SIZE 0.02"–0.04")
   20–30% ORGANIC LEAF COMPOST: MnDOT GRADE 2 COMPOST
3. NO MINING OF SANDY SOILS ALLOWED IN BASIN.
4. FINAL GRADE ONLY UPON STABILIZATION OF UPSTREAM AREAS.
5. BASIN TO REMAIN UNLINED.
6. PROTECT BASIN FROM RUN–OFF DURING LOT CONSTRUCTION ACTIVITIES. EXCAVATE BASIN TO FINAL GRADE ONLY UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREAS.
7. USE LOW–IMPACT, EARTH MOVING EQUIPMENT (WIDE TRACK OR MARSH TRACK EQUIPMENT, OR LIGHT–EQUIPMENT WITH TURF–TYPE TIRES.)

PLANTING SUGGESTIONS for RAINWATER GARDEN

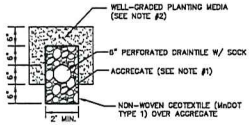
BOTTOM OF BASIN	SIDE SLOPES
NATIVE PLANTINGS	NATIVE PLANTINGS
GIANT BUR–REED	BIG BLUESTEM
WOOL GRASS SEDGE	BLUE JOINT GRASS
CORD GRASS	SWITCH GRASS
BLUE FLAG IRIS	BLUE VERVAIN
SWAMP MILKWEED	PRAIRIE BLAZINGSTAR
TAMARACK	TAMARACK
JOE–PYE WEED	NEW ENGLAND ASTER
NEW ENGLAND ASTER	RED–OSIER DOGWOOD
PRAIRIE BLAZINGSTAR	SANDBAR WILLOW
BONESET	BLACK CHOKECHERRY
BLACK WILLOW	BLACK WILLOW



NOTE: ALLEVIATE ANY COMPACTED SOILS (BY USING A PRIMARY TILLING OPERATION SUCH AS A CHISEL PLOW, RIPPER OR SUBSOILER) TO 8" MIN. DEPTH PRIOR TO PLACING PLANTING MEDIA

BIO-FILTRATION BASIN

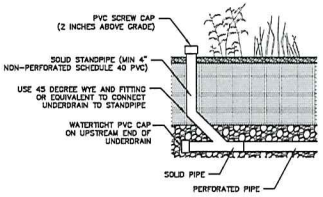
NOT TO SCALE



NOTE: OUTSIDE OF BIO–FILTRATION BASIN, USE SOLID PIPE WITHOUT ROCK AND FABRIC. SEE PLAN FOR LOCATIONS.

DRAINTILE

NOT TO SCALE



DRAIN TILE CLEAN-OUT

NOT TO SCALE

DRAWN BY: C.M.	DESIGN BY: C.W.P.
CHCKD BY: C.W.P.	PROJ. NO. 17-1707

ORIGINAL DATE: AUGUST 14, 2017

DATE	REVISION DESCRIPTION

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

CHARLES W. PLOWE

DATE: 12.04.2019 LIC. NO. 18227

AFTON CREEK PRESERVE

AFTON, MINNESOTA

POND 7 DRAINTILE PLAN

PREPARED FOR:
AFTON CREEK PRESERVE DEVELOPMENT, LLC

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

NORTH

0 15 30
1 INCH = 30 FEET

4.B.

Ron Moorse

From: Patrick Doran <Patrick@millerstevens.com>
Sent: Wednesday, November 27, 2019 2:32 PM
To: Ron Moorse
Subject: RE: Easement for sewer line Over Evanoff Property

Ron,

I have had a chance to review the documentation, and I disagree with the City Atty's assessment that an easement isn't necessary. The Agreement forwarded to me does not contemplate the addition of a new sewer line. It contemplates work being done on the road and any indirect issues that may arise.

As such, I will likely be recommending to my client that if the City undertakes this work without his permission (an easement agreement), that he file an inverse condemnation lawsuit against the City requesting fair value for the land and attorney's fees and costs. I have yet to speak to him about this, but that will be my recommendation. I wanted to get it out to you in writing so you were on notice of such position. Thank you.

Regards,

Patrick Doran
MILLER & STEVENS LAW
92 Lake St. S. | Forest Lake, MN 55025
Tel: (651) 462-0206 | Fax: (651) 462-3309
www.millerstevens.com

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From: Ron Moorse <rmoorse@ci.afton.mn.us>
Sent: Tuesday, November 26, 2019 3:25 PM
To: Patrick Doran <Patrick@millerstevens.com>
Subject: Easement for sewer line Over Evanoff Property

4.B.

copy

PUBLIC UTILITY AND PUBLIC ROADWAY
RIGHT-OF-WAY AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1989, by and between [redacted], husband and wife, parties of the first part; and the CITY OF AFTON, Washington County, Minnesota, party of the second part.

WITNESSETH:

WHEREAS, the above-named parties of the first part (who hereinafter may be referred to as land owner or property owner) are the owners in fee simple of the real estate hereinafter described, subject to the prescriptive easement of the City of Afton (which hereinafter may be referred to as the City) in River Road, acquired through many years of public use and maintenance; and,

WHEREAS, a majority of the owners of the abutting property have requested and the City desires to make certain improvements to River Road, including provisions for surface water drainage and a uniform bituminous driving surface and curbing; and,

WHEREAS, the traveled surface of River Road varies in width from place to place, but the prescriptive easement of the City includes the shoulders, ditches and supporting structures that have actually been used in addition to the road surface; and

The roadway to be built may not exceed eighteen (18) feet in width including curbs, but may be adjusted along said survey line within the discretion of the Afton City Engineer and in accordance with accepted roadway design standards, for the purpose of minimizing the impact of the road improvements on surrounding properties.

It is understood and agreed that party of the second part also has the right to enter upon the real estate described above, beyond said eighteen foot strip, at any reasonable time that it may see fit, the reasonable distance and extent necessary for the proper construction, repair and maintenance of the road and all culverts, catch basins, sewer lines, drainage flumes, and ditches, the erection of traffic control signs, the mowing of weeds and brush along the roadway, the trimming of trees which interfere with the use of the road, and the storage of snow plowed from the adjacent road surface. After removal of the trees necessary for construction of the project according to the approved plans, the property owner will be notified prior to the removal of live trees. Live trees may be removed by the party of the second part only at the expense of the party of the second part and only upon the consent of the property owner, which consent shall not be unreasonably withheld.

The City agrees that it will not construct any fences or guard rails on or along such roadway adjacent to first party's property, nor do any other thing which would impede access currently enjoyed by property owner to the river or block the

view as currently enjoyed by the property owner of the river, without the express written consent of the party of the first part. The reasonable use of traffic control signs will not be deemed a violation of this paragraph.

Parties of the first part agree not to place or erect any item or structure in the area next to the eighteen foot roadway which may be considered a safety hazard to road traffic, or a hindrance to snow removal or other maintenance; provided that said limit on placement of items or structures applies only to items or structures placed within six (6) feet of the edge of the eighteen foot roadway; and also provided that all existing retaining walls may remain and be maintained in their present locations. Any new retaining walls or extensions to existing walls shall be constructed as far back from the road surface as is reasonably possible.

The parties of the first part do hereby covenant with the City of Afton, that so far as they know they are lawfully seized and possessed of the real estate above described and the City of Afton, Washington County, Minnesota, shall have and hold said perpetual right-of-way and appurtenant rights described herein for itself, its successors and assigns, forever.

It is understood that the City is obtaining separate agreements with twenty-three (23) individual sets of landowners whose property abuts River Road, and that the City is under no obligation to proceed with any specific improvements to River Road unless all landowners execute the agreements as requested,

or City obtains the requisite authority by other means, and the City Council of the City of Afton determines that it is economically feasible to proceed.

If the above-described improvements to River Road have not been commenced on or before September 1, 1991, this Agreement is null and void.

Party of the second part agrees that parties of the first part, their successors and assigns, will not be specially assessed by the party of the second part for any costs of this project, but instead the funds necessary to pay all costs of this project shall be taken from the general funds of the City. This provision shall not be deemed to prohibit special assessments for any future repairs or improvements according to applicable legal procedures.

It is understood and agreed that the party of the second part will restore said lands to as good or better a condition as it was prior to the time of any excavation, construction, repair or maintenance and will forthwith resod all areas, where necessary, on said lands from which it is necessary to remove or damage the sod thereon, during the process of any excavation, construction., repair or maintenance.

IN WITNESS WHEREOF, the said parties have caused this instrument to be executed the day and year first above written.

WHEREAS, this agreement is not intended to define the precise limits of such prescriptive easements, nor to expand or reduce the limits of said easement, but it is necessary that the City and all affected landowners agree that the City has authority pursuant to said easement and/or this agreement to construct and maintain the proposed improvements before awarding a construction contract.

NOW, THEREFORE, it is agreed by and between the parties hereto that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part have this day bargained and transferred, and by this agreement do bargain and transfer unto the City of Afton, its successors and assigns, a perpetual right-of-way for public roadway and utility purposes in the County of Washington, State of Minnesota, described as a strip of land eighteen (18) feet in width centered as nearly as possible on the survey line in the plans prepared by Toltz, King, Duvall Anderson and Associates, Inc., Commission No. 9139-008 for the purpose of constructing a road according to said plans, a copy of which are on file with the City Clerk of the City of Afton, together with appurtenant rights for construction and maintenance as described herein, over, across, through and under the lands described as follows, to-wit:

See attached Exhibit A