

**City of Lino Lakes
Environmental Board Meeting**

**April 26, 2017
6:30 p.m.**

AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
4. Open Mike
5. Action Items
 - A. Saddle Club 4th Addition
 - B. PUD Concept Plan Review/Lake Amelia Vistas
 - C. Curbside Textile Recycling Revisited
6. Discussion Items
 - A. Earth Day Summary
 - B. Arbor Day
7. Adjourn

**CITY OF LINO LAKES
ENVIRONMENTAL BOARD MINUTES**

DATE	: March 22, 2017
TIME STARTED	: 6:32 P.M.
TIME ENDED	: 7:39 P.M.
MEMBERS PRESENT	: Steve Heiskary, Paula Andrzejewski, Shawn Holmes, Nancie Klebba, John Sullivan, Alex Schwartz
MEMBERS ABSENT	: Liz Kaufenberg
STAFF PRESENT	: Marty Asleson, Nan Jin

1. CALL TO ORDER:

Mr. Heiskary called the Lino Lakes Environmental Board meeting to order at 6:32 p.m. on March 22, 2017.

2. APPROVAL OF AGENDA:

ADD: Action Item 5A

Ms. Andrzejewski made a MOTION to approve the amended Agenda. Mr. Schwartz seconded motion. Motion carried 6- 0.

3. APPROVAL OF MINUTES

March 22, 2017

Mr. Sullivan made a MOTION to approve the March 22, 2017 Meeting Minutes with a few updates. Ms. Andrzejewski seconded motion. Motion carried 6-0.

4. OPEN MIKE

Declared Open Mike at 6:34 p.m.

Closed Open Mike at 6:35 p.m.

5. ACTION ITEMS

A. Textile Recycling/Reuse

DRAFT MINUTES

Contract of 5 years asked if he would give us a 1yr contract. John Gardner has not contacted Marty back as of today.

Discussion- recommend a year if we can feel it would be a better option.
Revise section K – soft recyclables– less items – concerns about competing with our recycling days.
Maybe keep checking other reviews

In favor of concept – needs some fine-tuning and getting some answers before we move forward. Clarify and bring back to the board.

No Action taken

6. **DISCUSSION ITEMS**

A. Recycling Survey/ Ms. Holmes wanted to know what other cities are participating.

Fourteen people responded – link was in the newsletter. Residents would like a bigger container at no change. Need to get the word out to residents.

Comments – extra cart / curbside textiles recycling / curbside organic recycling

B. Earth Day and Arbor Day

Review the powerpoint
Update –emerald ash borer
Activities – origami and seed

Ms. Holmes contacted a Boy Scout that she knows but has not heard back yet.

Mr. Asleson would like help with planting trees around a pond. Still looking for volunteers – maybe National Honor Society

Arbor Day is May 28th at Rice Lake Elementary- proclamation has to be submitted to the state.

7. **ADJOURNMENT**

Ms. Andrzejewski made a MOTION to adjourn the meeting at 7:39 pm. Mr. Schwartz supported motion. Motion carried 6 - 0.

Respectfully submitted,
Nancie Klebba

**ENVIRONMENTAL BOARD
AGENDA ITEM 5A**

STAFF ORIGINATOR: Marty Asleson, Environmental Coordinator

MEETING DATE: April 26th, 2017

REQUEST: Saddle Club 4th Addition, review for Preliminary Plat/Rezone to PUD

APPLICANT: Royal Oaks Realty, Inc.
1000 County Road E West, Suite 150
Shoreview, MN 55126

PROPOSED DEVELOPMENT

Saddle Club 4th Addition is a 4.17 acre parcel of land recently purchased from the Comcast Cable Company. The parcel is north of the East end of Fox Road in Foxborough and West of Saddle Club 1st addition. There are 8 lots proposed for this Addition.

The purpose of this parcel is to build an additional 6 lots in the Saddle Club Development, and connect Saddle Club Fox Road to Foxborough Fox Road. In doing so, wetland impacts will be made and compensation for wetland lost required. The intention with 4th Addition is to rezone to a PUD.

ANALYSIS

Saddle Club 4th Addition is all part of a greenway/Comprehensive Wetland Protection and Management Plan area. Saddle Club 4th Addition should have continuity, and connectivity in the spirit of resource preservation and the intensions on the resources management portion of the City Comp Plan.

Regionally Significant Ecologic Area

Although Saddle Club 4th Addition is not in a Minnesota County Biologic Survey as regionally significant, it should be given the classification of outstanding due to the existing conditions on the site, and the location in the City Wetland Preservation Corridor, also known as Greenway. The corridor segment of Saddle Club 4th Addition is very important in preserving unique natural resources in the city, and adding an important segment to the Parks, Open Space, and Trail Corridor Plan.

Site Specific Significant Resources

Soils

Soils on this site consist of Rifle Muck, Isanti Wet, and Soderville soils. These soils are good for infiltration, and they also are known to support rare plant species.

Unique Site Natural Resources and Land Cover

The land of Saddle Club 4th Addition consists of Mixed Hardwood Swamp, Oak Forest, Saturated Non-Native Dominated Graminoid Vegetation, Seasonally Flooded non-native Dominated Emergent Vegetation, and upland Deciduous Forest. It is this bio-diversity (although impacted), overlaid on top of the soils and floodplain areas that presents a classic Anoka County Sandplain rare habit potential area.

The area of Saddle Club 4th Addition are Blanding's Turtle habitat. A Blanding's turtle was found in the Foxborough area several years ago. Residents have recognized the rare turtle in other reported sightings. In order minimize barriers to the Blanding's turtle or any nesting turtle species, it is recommended to install a lower profile curb similar to Foxborough in the Saddle Club 4th ADD development.

The soils of Saddle Club and the soils of Saddle Club 4th Addition are modal-flagged rare plant areas. They are particularly suspect in The Outlot A area, and lots 2, 3, and 4 where the floodplain exists. A rare plant survey should be done for the entire area. In areas where rare species are not found, it doesn't mean they are not there. It just means they are most likely suppressed in grass areas that have not been burned over by wildfire. Some of the rare blackberry species may be fund in the mesic transition areas of the wetlands in this area. For that reason, all top soils that are removed from the buffer areas, pond, or road expansion areas shall be returned to the same site as much as possible after grading is done. The probable seed bank in these soils cannot be purchased in a store and is a very valuable resource on this development property. If rare plants are found they must be mitigated or protected.

Other than Blanding's turtle, there are no other rare animal species identified in this area.

All conservation areas will be out-lotted. Since it is critical that new home owners know the significance of the conservation areas, and rules encompassing these areas, the developer should produce a handout that gives the homeowner information at the time of purchasing the property. The brochure must be approved by the City. The brochure should describe the richness of the resources in the area and how they can help to sustain it. The brochure should also describe rules of what can and cannot be done in the conservation areas.

Flood Plain

The Flood Plain of this area supports unique wetlands and habitat for a wide diversity of plant and animal resources. It is being protected with a Conservation Area outlotted to the City of Lino Lakes.

All floodplain areas appear to be inside buffer areas. Flood Plain in the buffer areas of Saddle Club 4th Addition support rare plant communities and the health and richness of wetlands they go into.

Surface Water/Storm Water/Pollution Control

The storm-pond on the Northeast side should not go over into the conservation easement and city property area of Saddle Club 1st Addition. In addition to keeping the pond in the 4th addition, the following conditions should be met:

- Stormwater infiltration areas must meet the minimum requirements for having a 3 - foot separation between the bottom of the infiltration BMP and the ground water
- The storm pond/pretreatment pond should be lined if there is not adequate separation from the groundwater. This is in a High Vulnerability, and Moderate sensitivity DWSMA area.
- The SWPPP must be site specific (not template). The Plan must include the following:
 - Proposed erosion prevention and sediment control BMP's to control the discharge of sediment and/or other pollutants from the site, particularly at the point(s) of intended discharge. All surrounding stormwater inlet drains within 200 feet of the site that have water draining to them must have a city approved stormwater inlet protection device installed prior to construction.
 - Must provide the knowledgeable person/chain of responsibility information before construction begins. We need the name of the person that is knowledgeable and experienced in the application of erosion prevention before and during construction. The owner must identify who will have the responsibility for long-term operation and maintenance of the permanent stormwater management system. The owner must include in the SWPPP a chain of responsibility with all operators on the site, or if not known, the title or position of the responsibility of responsible party, to ensure that the SWPPP will be implemented and stay in effect until the construction project is complete, the entire site has undergone final stabilization and a "Notice of Termination" has been submitted to the MPCA.
 - The permitted applicant must, before construction begins, provide training documentation that the individuals listed as SWPPP overseers are certified by a MPCA approved training method. With that, the City would need names of the person or persons involved with SWPPP management, dates of training and the names of instructors of entity providing training, and the content of the training course or workshop including the numbers of hours training,
 - Information must be submitted to the city on the location of the SWPPP on site and the location of all required weekly, post-rainfall event inspections and follow-up corrections. A hard copy must be kept on site and emailed to the city MS4 manager.

- The SWPPP must incorporate the requirements (MPCA Stormwater Discharge Design Requirements) including calculations for the project.
- Site specific quantities must be included for all erosion prevention and sediment control BMPs.
- Must include maps of all surface waters and wetlands and storm ponds or basins that can be identified on maps such as a USGA 7.5 minute quadrangle map, the NWI maps or equivalent maps within one mile (aerial radius) from the project boundary that will receive stormwater associated with construction activity during or after construction. This site is within one mile of a receiving lake.
- The SWPPP must describe a maintenance plan identifying who will be performing future maintenance of permanent stormwater treatment systems on the site.
- The SWPPP must identify if the project's stormwater flows to an impaired water within one mile of the site (aerial radius), and whether or not there is USEPA-approved TMDL for pollutants or stressors for the site. The permittee must identify those TMDLs applicable to the to the projects stormwater discharge. This site is within 1 mile of an impaired lake and will act as receiving water from this site.
- A concrete wash-out area must be identified on the map.

The proposed road extension into Foxborough will impact wetlands. The road is proposed for 32 feet of paved surface. The connecting road in Foxborough is 28 feet. Recommend reducing the impervious road surface to 28 feet in Saddle Club 4th Addition. Also, by specifying 25 foot setbacks of houses along the street (proposed 30 feet), additional room on the backsides of the lots can be made for buffering.

The Rice Creek Watershed district will be looking at this proposal for sequencing of the wetland proposed fill areas for 4th Addition. A wetland delineation is being done at this time.

RCWD rule F1, a rule concerning wetland alteration states (sequencing):

- (a)** Maintain no net loss in the quantity, quality, and biological diversity of Minnesota's existing wetlands.
- (b)** Increase the quantity, quality, and biological diversity of Minnesota's wetlands by restoring or enhancing diminished or drained wetlands.
- (c)** Avoid direct or indirect impacts from activities that destroy or diminish the quantity, quality, and biological diversity of wetlands.
- (d)** Replace wetland values where avoidance of activity is not feasible or prudent.
- (e)** Accomplish goals of the adopted Comprehensive Wetland Protection and Management Plans (CWMPs).

This sequencing process has not been processed yet.

Greenway Continuity

Wetland Management Corridor Buffer: must be adjusted pending mitigation findings.

Wetlands of 4th Addition that are contiguous with wetland areas out-lotted to the city outside of 4th addition, should be out-lotted in 4th addition to the city and buffered.

For example, outlot E in 1st Addition carries over into 4th addition. The intention of the greenway system in Foxborough was to integrate and link resources through the development of contiguous unique resources.

The adjusted wetland management corridor area buffer on the W side of the subdivision, specifically lots 5 and 6 should be out-lotted and buffered to the City for the same reason. The recommendation is to continue the WMC Buffer on the west side of 4th Addition, through lots 5 and 6. A Conservation Easement must be placed over the buffer areas.

Signs approved by the City must be installed on the Conservation Easement lines wherever in a similar manner to those signs installed in Foxborough. There it was required up to 4 signs if there were property line/conservation line shifts. The same should be required for Saddle Club 4th Addition.

Tree Preservation

Trees for the most part in the basic use area will be removed. There may be however some ability to save some of the trees in the less grade change impact areas of the Basic Use Area to save a few more trees. Additional tree save trees in the Basic Use Area that might be saved should be looked at and flagged for save before grading.

Specifically, Tree numbers 57, 83, 109, 116, 117, 112, 120, 132, 187 are Hackberry; 129 is an 18 inch White Oak that is 20 feet from a building pad (probably enough room to save), 179 is a 20 inch White Oak; 174 is an 11 inch Northern Black Cherry, 170 is a 20 inch White Oak on edge of proposed pond grading. Most of these trees are listed under the "save?" attribute of the tree inventory. Also, tree numbers 10, 11, 14, 15, and 16 are fenced off with the same Tree "Save?" attribute. These should be saved. Tree protection fence would have to be placed around these trees and along the entire perimeter of tree save areas.

Drinking Water Protection

The Drinking Water Service Management Area of Saddle Club 4th Addition is classified as land having a High Vulnerability and High Sensitivity. Drinking water comes from wells 1 and 3 in the City. The City Wellhead Protection Plan calls out public education initiatives in the vulnerable and sensitive areas. Information should be given to the future homeowners describing the Vulnerability and Sensitivity of this DWSMA and discuss the disposal of hazardous waste. This information could be a part of the Environmental/Natural Resources brochure given to new residents of this area.

Precautions should be taken for any stormponds designed for 4th Addition to ensure adequate separation from the ground water. Although there are no private wells on this property, there are private drinking wells about a quarter mile away, and all are shallow wells under 100 feet deep.

Landscape Plan

The removal of Green Ash and Aspen will be allowed in buffer areas of Saddle Club 4th addition that are graded, without replacement requirements.

Thus, the seed mix for the pond landscaping in 4th Addition are native mixes and appropriate.

Escrow must be given to plant one boulevard tree per frontage.

Open area replacement trees in native seed areas must not be conifers. Conifers are not compatible with fire restoration practices.

There is a submitted boulevard tree list. The boulevard tree species however; will be determined by the City.

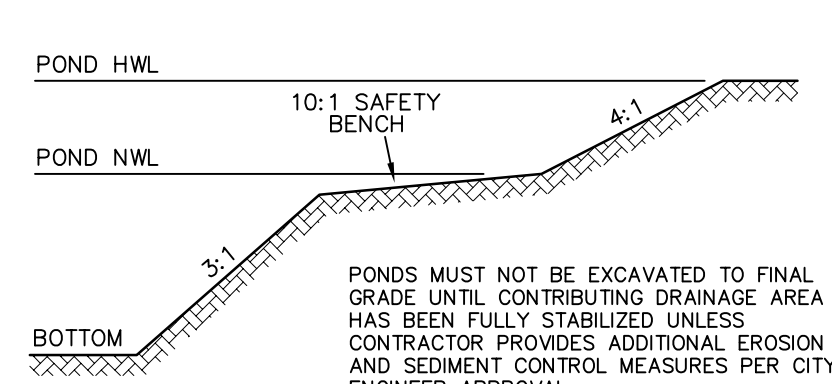
RECOMMENDATION

Forward staff and environmental comments on to Planning & Zoning Board and the City Council.

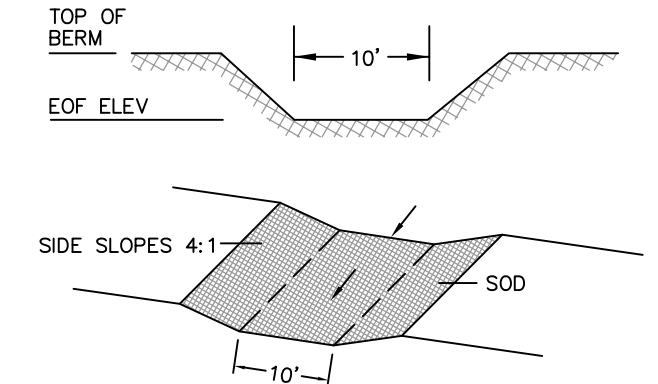
ATTACHMENTS

1. Title Sheet, Notes and Legend
2. Drainage, Grading and EC
3. Wetland Management
4. Wetland Management 2
5. Landscape Plan
6. Tree Inventory and Removals
7. General Layout
8. Saddle Club 4th Addition Soils
9. Saddle Club 4th Addition Land Cover

BENCHMARK: TNH IN THE PLAT OF FOXBOROUGH. HYDRANT LOCATED AT THE SE CORNER OF RED FOX ROAD AND FOX ROAD. ELEVATION IS 904.61 FEET.



POND DETAIL



POND SODDED OVERFLOW

GENERAL NOTES

- 1) THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.
- 2) CALL "811" FOR EXISTING UTILITIES LOCATIONS PRIOR TO ANY EXCAVATIONS. VERIFY ALL UTILITIES CRITICAL TO CONSTRUCTION.
- 3) INSTALLATIONS SHALL CONFORM TO THE CITY GENERAL SPECIFICATIONS AND DETAIL PLATES DATED 2016.
- 4) THE CONTRACTOR SHALL NOTIFY CITY PUBLIC WORKS DEPARTMENT A MINIMUM OF 72 HOURS PRIOR TO THE INTERRUPTION OF ANY SEWER OR WATER SERVICES TO EXISTING HOMES OR BUSINESSES.
- 5) STORAGE OF MATERIALS OR EQUIPMENT SHALL NOT BE ALLOWED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.
- 6) NOTIFY CITY A MINIMUM OF 72 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- 7) THERE ARE NO KNOWN WELLS ON THE PROPERTY - IF A WELL IS ENCOUNTERED DURING CONSTRUCTION THEY MUST BE SEALED IN ACCORDANCE WITH MINNESOTA DEPARTMENT OF HEALTH REGULATIONS.
- 8) CONTACT MARTY ASLESON, CITY ENVIRONMENTAL COORDINATOR, FOR INSPECTION OF ALL EROSION CONTROL MEASURES PRIOR TO ANY WORK.

CURB & BITUMINOUS NOTES

- 1) REMOVAL AND DISPOSAL OF EXISTING STREET MATERIALS AS REQUIRED FOR CONSTRUCTION IS CONSIDERED INCIDENTAL.
- 2) SAW-CUT EXISTING BITUMINOUS AND CONCRETE CURB TO PROVIDE BUTT-JOINT. ALL SAW CUTS ARE TO BE FULL-DEPTH.
- 3) RESTORE DISTURBED STREET TO EXISTING OR BETTER SECTION.
- 4) BACKFILLING OF CURB IS INCIDENTAL TO CURB INSTALLATION.

SANITARY SEWER NOTES

- 1) EXISTING SANITARY SEWER LOCATION, SIZE, AND ELEVATION SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
- 2) PROPOSED SANITARY SEWER MAIN SHALL BE PVC SDR 35.
- 3) PROPOSED SANITARY SEWER SERVICES SHALL BE PVC SCHEDULE 40 (SEE LINO LAKES DETAIL SAN-7 AND SAN-8).
- 4) SANITARY SEWER PIPES TO BE JOINED TO THE SANITARY MANHOLES WITH APPROVED RESILIENT RUBBER JOINTS TO MAKE THEM GAS TIGHT OR WATER TIGHT. CONNECTIONS TO EXISTING SANITARY MANHOLES SHALL BE CORE DRILLED.

LEGEND

	EXISTING OVERHEAD ELECTRIC		PROPOSED WATER PIPE
	EXISTING UNDERGROUND TELEPHONE		PROPOSED SANITARY SEWER PIPE
	EXISTING UNDERGROUND CABLE		PROPOSED STORM SEWER PIPE
	EXISTING TELEPHONE PEDESTAL		PROPOSED STORM MANHOLE
	EXISTING ELECTRICAL PEDESTAL		PROPOSED CATCH BASIN
	EXISTING CABLE PEDESTAL		PROPOSED FLARED-END SECTION
	EXISTING UTILITY POLE		PROPOSED GATE VALVE
	EXISTING LIGHT POLE		PROPOSED HYDRANT
	EXISTING STORM SEWER		PROPOSED SANITARY SEWER MANHOLE
	EXISTING WATER MAIN		PROPOSED CONTOUR
	EXISTING SANITARY SEWER		PROPOSED SPOT ELEVATION NAVD88 DATUM (GUTTERLINE, BITUMINOUS SURFACE, OR GROUND SURFACE UNLESS OTHERWISE INDICATED)
	EXISTING STORM MANHOLE		PROPOSED SILT FENCE
	EXISTING FLARED-END SECTION		PROPOSED TREE PROTECTION FENCE
	EXISTING GATE VALVE		PROPOSED DIRECTION OF DRAINAGE
	EXISTING HYDRANT		PROPOSED RIP-RAP
	EXISTING SANITARY SEWER MANHOLE		PROPOSED INLET PROTECTION
	EXISTING CONTOUR		PROPOSED WETLAND BUFFER SIGNAGE
	EXISTING SPOT ELEVATION NAVD88 DATUM		WETLAND FILL
	EXISTING FENCE		(SEE WETLAND REPLACEMENT PLAN PREPARED BY KJOLHAUG ENVIRONMENTAL)
	DELINEATED WETLAND EDGE (DELIMITED BY 858 AND KJOLHAUG ENVIRONMENTAL)		
	PIEZOMETERS PERFORMED BY CARL ANDERSON SEE "ENGINEERING FIELD REPORT" (MARCH 17, 2017)		

GROUND WATER DATA

	PIEZOMETER #			
	1	2	3	4
2-28-2017	894.69	894.69	892.95	892.95
3-12-2017	894.34	893.94	893.21	893.01

PER PIEZOMETER DATA - CARL ANDERSON ENGINEERING ("ENGINEERING FIELD REPORT" DATED MARCH 17)

GRADING, DRAINAGE & EROSION CONTROL NOTES

- 1) PRIOR TO ANY GRADING OPERATIONS, THE CONTRACTOR SHALL INSTALL ROCK CONSTRUCTION ENTRANCE (LOCATIONS TO BE DETERMINED - COORDINATE WITH OWNER) AND PERIMETER SILT FENCE AS SHOWN ON PLAN. (CONTACT CITY TO INSPECT EROSION CONTROL MEASURES PRIOR TO GRADING OPERATIONS, IF NECESSARY.) ADDITIONAL SILT FENCE MAY BE NECESSARY IF LOCAL CONDITIONS REQUIRE.
- 2) THE CONTRACTOR SHALL PERFORM SITE GRADING ON AN AREA-BY-AREA BASIS TO MINIMIZE UNSTABILIZED AREAS. AS EACH AREA IS COMPLETED, ALL EXPOSED SOILS MUST HAVE TEMPORARY EROSION CONTROL PROTECTION OR PERMANENT COVER WITHIN SEVEN (7) DAYS.
- 3) SEE SHEET "STORM WATER POLLUTION PREVENTION PLAN" (SWPPP) FOR ADDITIONAL EROSION CONTROL NOTES AND SITE SEQUENCING.
- 4) DISTURBED AREAS TO BE SEEDED WITHIN SEVEN (7) DAYS. SEE SWPPP FOR SEED MIXES AND RATES; ALSO SEE LANDSCAPE PLAN.

WATER MAIN NOTES

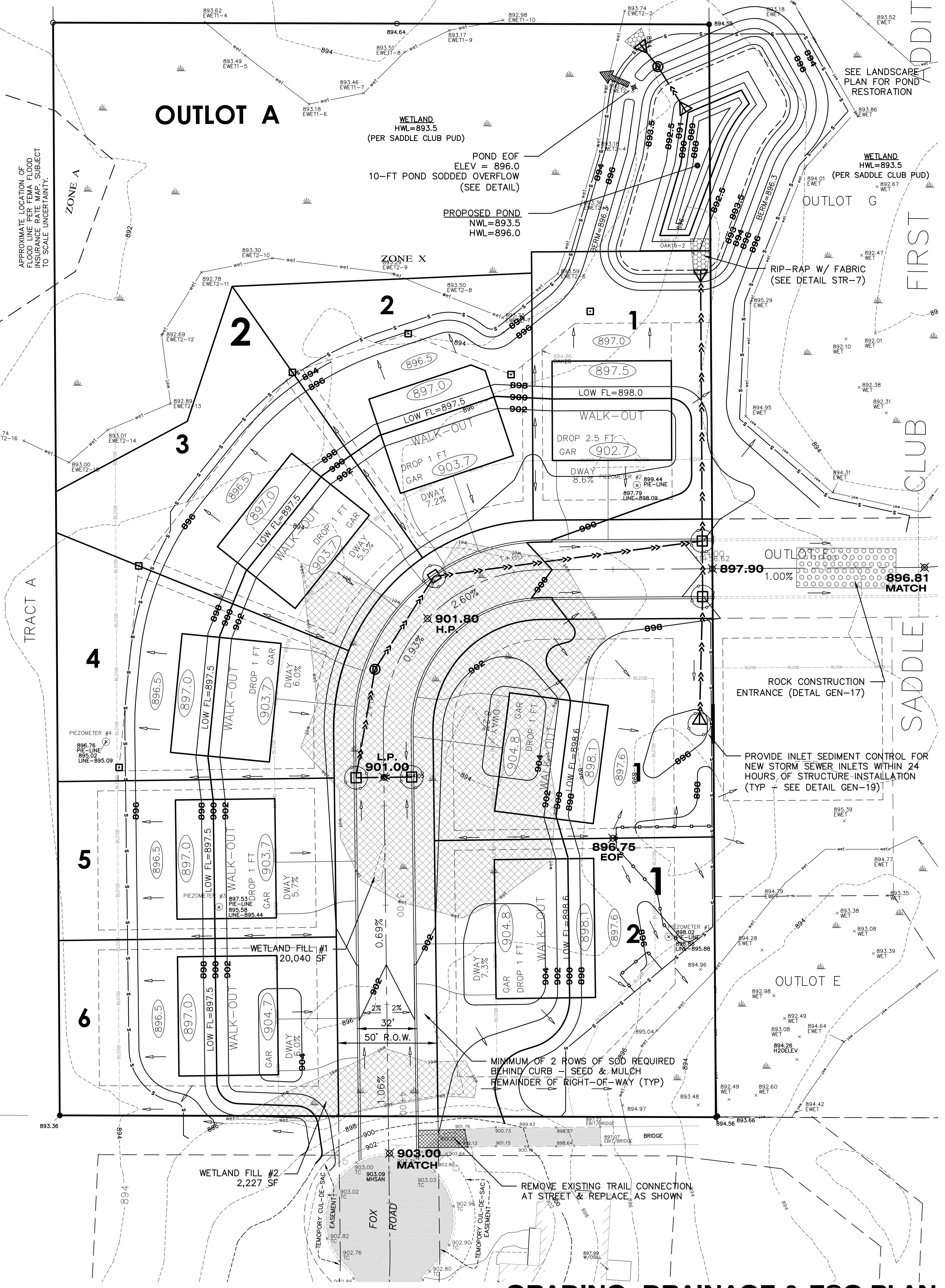
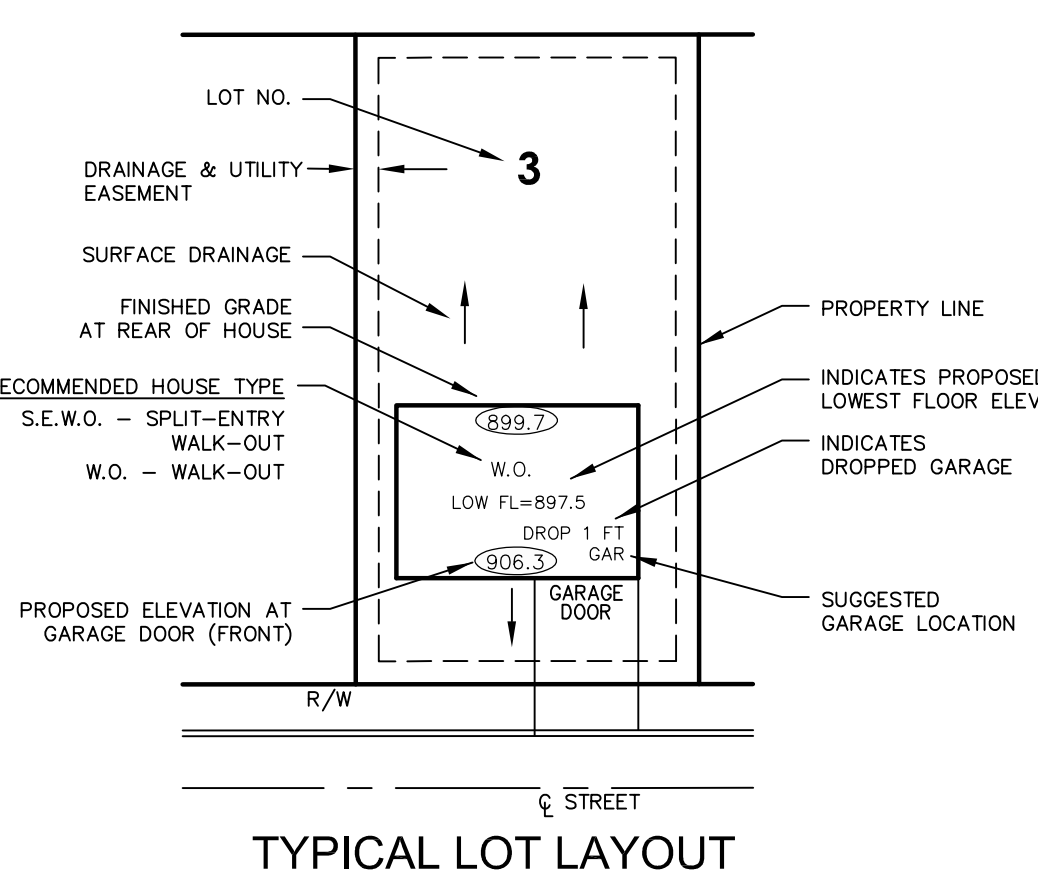
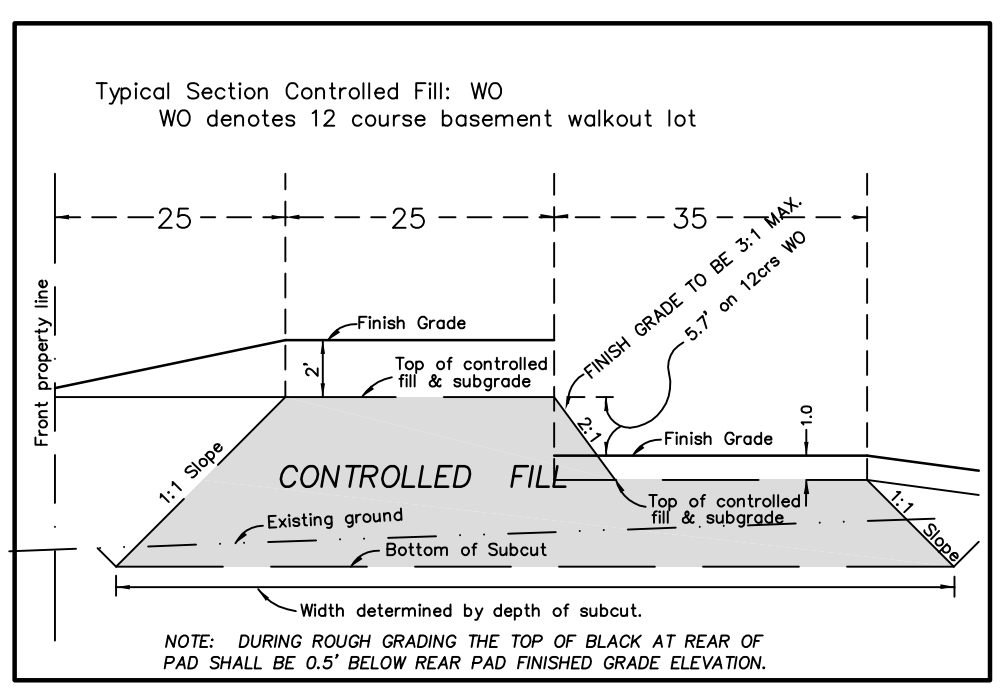
- 1) EXISTING WATER MAIN LOCATION AND SIZE SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
- 2) MAINTAIN MINIMUM 24-INCH VERTICAL CLEARANCE BETWEEN SEWER AND WATER MAIN CROSSINGS. MAINTAIN 10-FT HORIZONTAL CLEARANCE BETWEEN SEWER AND WATER MAIN.
- 3) PROPOSED WATER MAIN SHALL BE DIP CLASS 52.
- 4) HYDRANTS SHALL BE WB-67 WITH 5-INCH STORZ FITTING.
- 5) MAINTAIN MINIMUM 7.5-FT COVER TO TOP OF ALL WATER MAIN PIPE.
- 6) PLACE HYDRANTS 5-FT OFF BACK OF CURB.
- 7) WATERMAIN VALVES, FITTINGS, HYDRANTS AND APPURTENANCES ARE TO BE WRAPPED IN POLYETHYLENE FILM.
- 8) ALL FITTINGS SHALL BE DUCTILE IRON CLASS 350 COMPACT FUSION-BONDED EPOXY COATED.

STORM SEWER NOTES

- 1) FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
- 2) WHEN CALLED OUT AS RCP, STORM SEWER SHALL BE REINFORCED CONCRETE PIPE (RCP) ANSI C76 WITH R-4 GASKETS. ALL PUBLIC STORM SEWER SHALL BE RCP.
- 3) STORM SEWER LENGTHS INCLUDE THE LAYING LENGTH OF THE FLARED-END SECTION. LAYING LENGTH OF APRON TO BE DEDUCTED FROM PAYMENT LENGTH OF PIPE.
- 4) STORM SEWER PIPES TO BE JOINED TO CATCH BASIN MANHOLES W/ APPROVED RESILIENT RUBBER JOINTS TO MAKE THEM GAS TIGHT OR WATERTIGHT. CEMENT MORTAR JOINTS ARE PERMITTED ONLY FOR REPAIRS AND CONNECTIONS OF EXISTING LINES CONSTRUCTED WITH SUCH JOINTS. ALL JOINTS TO BE WRAPPED WITH GEOTEXTILE FABRIC (DETAIL STR-11).
- 5) TRASH GUARDS REQUIRED ON ALL APRONS 18" AND LARGER (LINO DETAIL STR-8).
- 6) SHALLOW STORM SEWER REQUIRES PERFORATED DRAIN TILE AT LOW POINTS (LINO DETAIL STR-10; ALSO SEE LINO DETAIL STR-2).
- 7) THE FES AND LAST THREE (3) PIPE JOINTS ARE TO BE TIED.



Know what's below. Call before you dig.



**GRADING, DRAINAGE & ESC PLAN
SADDLE CLUB 4TH ADDITION**

DRAWN BY: A.G. DESIGN BY: A.G.
 CHCKD BY: C.W.P. PROJ. NO. 17-1685
 ORIGINAL DATE: APRIL 10, 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.

PREMIARY
 ADAM GINKEL
 LIC. NO. 43963
 DATE: 04.10.2017

SADDLE CLUB 4TH ADDITION
 LINO LAKES, MINNESOTA
 GRADING, DRAINAGE & ESC PLAN

PREPARED FOR:
DUPONT HOLDINGS LLC

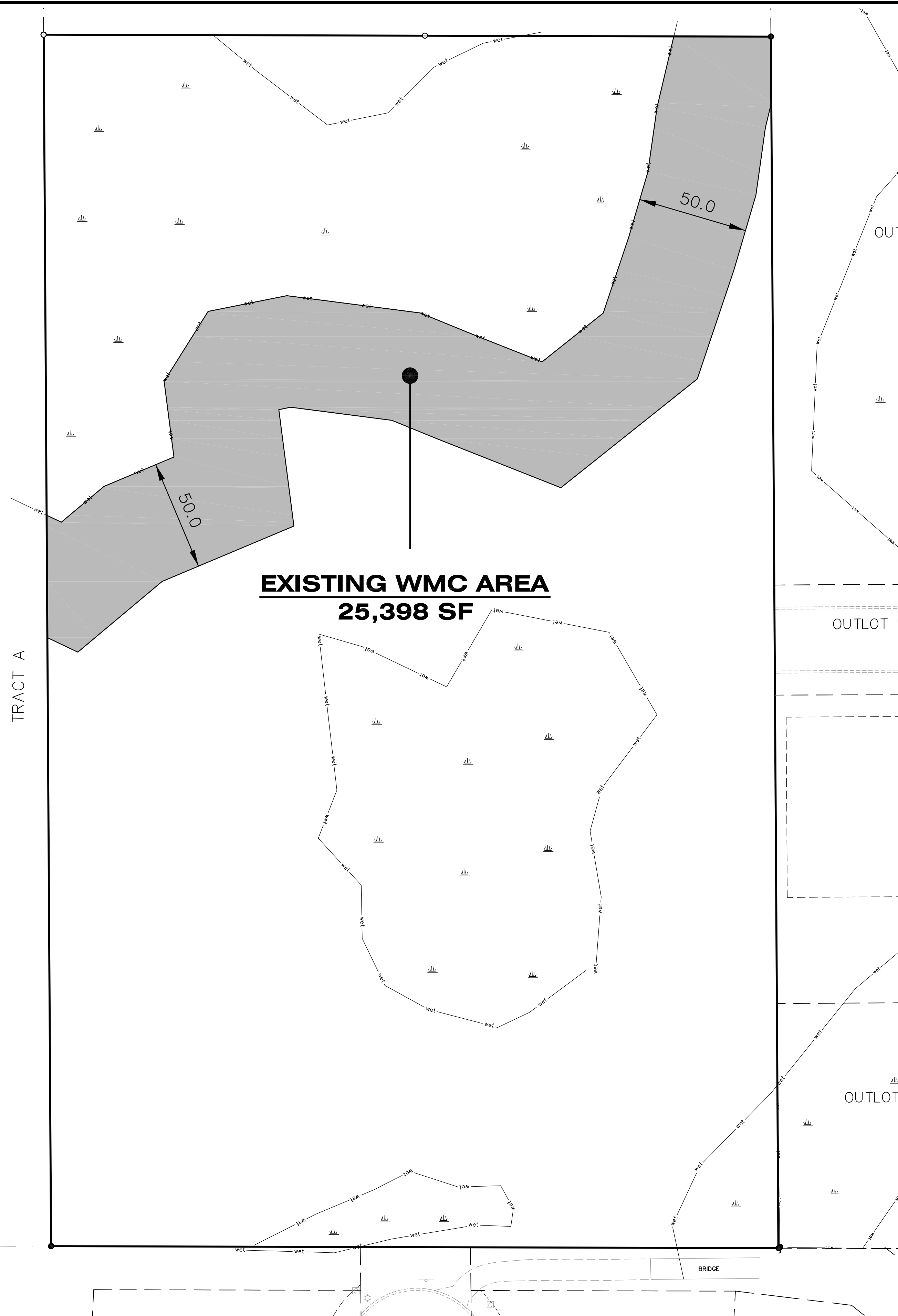
SITE PLANNING & ENGINEERING
FLOWE ENGINEERING, INC.
 6776 LAKE DRIVE
 SUITE 110
 LINO LAKES, MN 55014
 PHONE: (651) 361-8210
 FAX: (651) 361-8701

NORTH

0 15 30
 1 INCH = 30 FEET

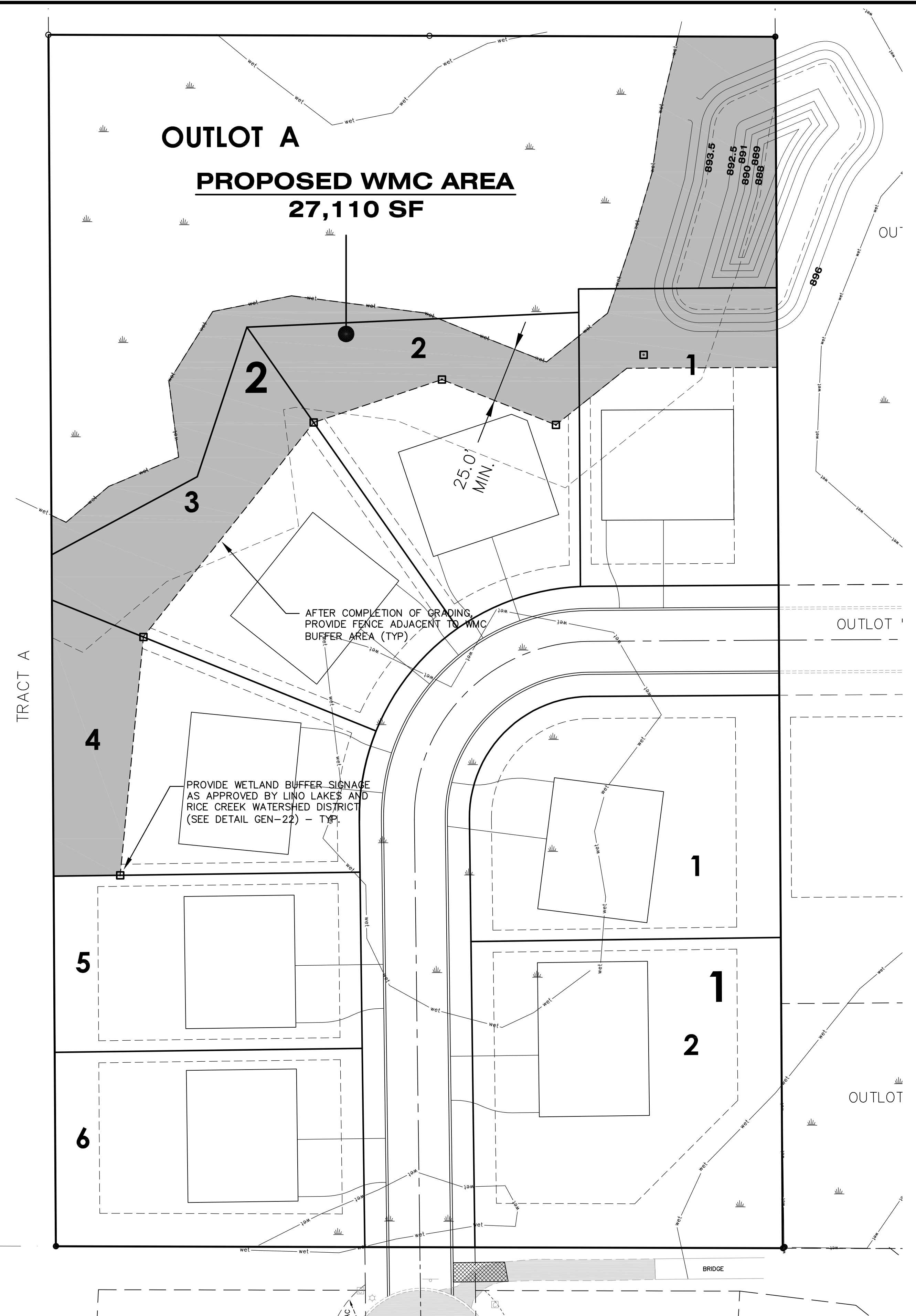
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BENCHMARK: TNH IN THE PLAT OF FOXBOROUGH. HYDRANT LOCATED AT THE SE CORNER OF RED FOX ROAD AND FOX ROAD. ELEVATION IS 904.61 FEET.



EXISTING WMC AREA
25,398 SF

EXISTING WMC

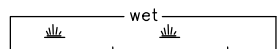



OUTLOT A
PROPOSED WMC AREA
27,110 SF

PROVIDE WETLAND BUFFER SIGNAGE
AS APPROVED BY LINO LAKES AND
RICE CREEK WATERSHED DISTRICT
(SEE DETAIL GEN-22) - TYP.

AFTER COMPLETION OF GRADING
PROVIDE FENCE ADJACENT TO WMC
BUFFER AREA (TYP)

PROPOSED WMC

 DENOTES WETLAND BOUNDARY
 DENOTES WMC BUFFER AREA

WETLAND MANAGEMENT CORRIDOR
SADDLE CLUB 4TH ADDITION

DESIGN BY: A.G.
PROJ. NO: 17-1685
ORIGINAL DATE: APRIL 10, 2017

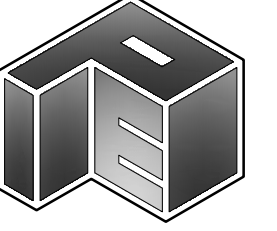
DATE	REVISION DESCRIPTION


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

PREMIUM
ADAM GINKEL
LIC. NO. 43963
DATE: 04.10.2017

**SADDLE CLUB
4TH ADDITION**
LINO LAKES, MINNESOTA
WETLAND MANAGEMENT
CORRIDOR

PREPARED FOR:
**DUPONT
HOLDINGS 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

C1.2

BENCHMARK: TNH IN THE PLAT OF FOXBOROUGH. HYDRANT LOCATED AT THE SE CORNER OF RED FOX ROAD AND FOX ROAD. ELEVATION IS 904.61 FEET.

BOULEVARD TREES

BOULEVARD TREES REQUIRED:
 1 TREE PER LOT
 2 TREES PER CORNER LOT
 # OF LOTS = 8
 # OR CORNER LOTS = 1
 TOTAL BOULEVARD TREES REQUIRED = 9

SYMBOL	COMMON NAME BOTANICAL NAME
☉	SWAMP WHITE OAK <i>Quercus bicolor</i>
☉	AUTUMN GOLD GINKGO <i>Ginkgo biloba "Autumn Gold" (male only)</i>
☉	SILVER MAPLE <i>Acer saccharinum</i>
☉	LINDEN/BASSWOOD <i>Tilia (americana)</i>
☉	HACKBERRY <i>Celtis occidentalis</i>
☉	ROBUSTA POPLAR <i>Populus X robusta</i>
☉	NORTHERN RED OAK <i>Quercus rubra</i>
☉	AMERICAN LINDEN <i>Tilia Americana</i>
☉	RIVER BIRCH <i>Betula Nigra</i>
☉	HICKORY (BUTTERNUT) <i>Carya carolinensis</i>

9 PROPOSED BOULEVARD TREES SHOWN

- NOTES:
- 1) EXAMPLE SPECIES SHOWN - SPECIES TO BE VERIFIED WITH CITY ENVIRONMENTAL COORDINATOR.
 - 2) VERIFY TREE LOCATIONS WITHIN BOULEVARD WITH CITY'S ENVIRONMENTAL COORDINATOR PRIOR TO ANY INSTALLATIONS
 - 3) NO MORE THAN 15% OF BOULEVARD TREES CAN BE OF ONE SPECIES

OPEN AREA LANDSCAPE CALCULATIONS

OPEN SPACE REQUIREMENTS:
 LARGE TREES - 1 PER/2000 SF
 LARGE SHRUBS - 3 PER/2000 SF

AREA	SQUARE FOOTAGE	LARGE TREES REQUIRED	LARGE SHRUBS REQUIRED
TOTAL	10,900	5.4	16.4

OPEN AREA - TREES

SYMBOL	COMMON NAME BOTANICAL NAME
☉	** ANY VARIETY OF TREE LISTED UNDER "BOULEVARD" TREES **
☉	FIR <i>Abies (all Zone 3 varieties)</i>
☉	SPRUCE <i>Picea (all zone 3 varieties)</i>
☉	PINE <i>Pinus (all zone 3 varieties)</i>
☉	CANADIAN HEMLOCK <i>Tsuga canadensis</i>
☉	EUROPEAN LARCH <i>Larix decidua</i>
☉	CEDAR <i>Cedrus (all zone 3 varieties)</i>

6 PROPOSED OPEN AREA TREES

OPEN AREA - SHRUBS

SYMBOL	QUANTITY	ROOT TYPE
○	SEE NOTES	POT
○	3 GAL.	NANNYBERRY VIBURNUM <i>Viburnum lentago</i>
○		CARDINAL DOGWOOD <i>Cornus sericea "Cardinal"</i>
○		BLACK CHOKECHERRY <i>Aronia melanocarpa elata</i>
○		DWARF-WINGED EUNONYMUS <i>Euonymus alatus "compactus"</i>
○		WINGED EUNONYMUS <i>Euonymus alatus</i>
○		PRIVET <i>Ligustrum spp.</i>
○		MOCK ORANGE <i>Philadelphus spp.</i>
○		JAPANESE YEW <i>Taxus cuspidata</i>
○		AMERICAN ARBORVITAE <i>Thuja occidentalis</i>

17 PROPOSED OPEN AREA SHRUBS SHOWN

- NOTES:
- 1) EXAMPLE SPECIES SHOWN - VERIFY SPECIES REQUIREMENTS WITH CITY'S ENVIRONMENTAL COORDINATOR PRIOR TO ANY INSTALLATIONS (FIRE TOLERANT SPECIES REQUIRED)
 - 2) VERIFY TREE AND SHRUB LOCATIONS WITHIN OPEN AREAS WITH CITY'S ENVIRONMENTAL COORDINATOR PRIOR TO ANY INSTALLATIONS
 - 3) NO MORE THAN 15% OF OPEN AREA TREES OR SHRUBS CAN BE OF ONE SPECIES

LEGEND

- ☉ DENOTES APPROX. LOCATION OF PROPOSED ADDITIONAL TREE
- ☉ DENOTES APPROX. LOCATION OF PROPOSED ADDITIONAL TREE
- DENOTES APPROX. LOCATION OF PROPOSED LARGE SHRUB
- ▨ DENOTES OPEN AREA LANDSCAPE

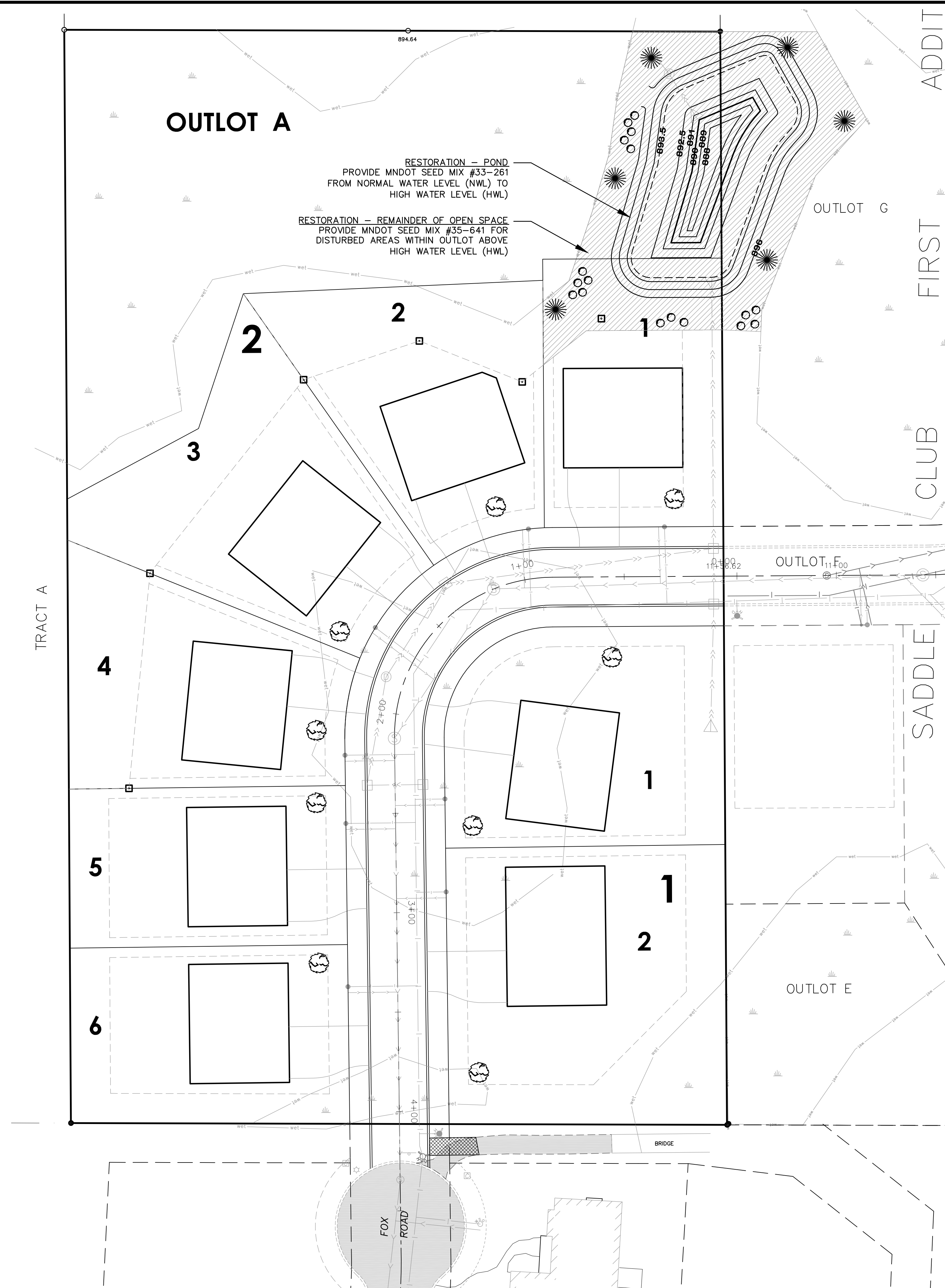
NOTES

- 1) TREES ARE TO BE 2" AT 4' BH WITH 1 YEAR GUARANTEE
- 2) TREES ARE TO BE IN ACCORDANCE WITH CITY'S TREE ORDINANCE
- 3) REPLACEMENT TREES = 9 (PER EXISTING TREE REMOVALS - SEE SHEETS L2)

BOULEVARD TREES	= 9
OPEN AREA TREES	= 6
TOTAL PROPOSED TREES SHOWN	= 15
- 4) ALL NATIVE SEED MIXES TO BE INSTALLED BY CITY APPROVED CONTRACTOR - VERIFY WITH CITY'S ENVIRONMENTAL COORDINATOR PRIOR TO INSTALLATIONS

GENERAL NOTES

- 1) THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.
- 2) CALL "811" FOR EXISTING UTILITIES LOCATIONS PRIOR TO ANY EXCAVATIONS. VERIFY ALL UTILITIES CRITICAL TO CONSTRUCTION.
- 3) INSTALLATIONS SHALL CONFORM TO THE CITY GENERAL SPECIFICATIONS AND DETAIL PLATES DATED 2016.
- 4) THE CONTRACTOR SHALL NOTIFY CITY PUBLIC WORKS DEPARTMENT A MINIMUM OF 72 HOURS PRIOR TO THE INTERRUPTION OF ANY SEWER OR WATER SERVICES TO EXISTING HOMES OR BUSINESSES.
- 5) STORAGE OF MATERIALS OR EQUIPMENT SHALL NOT BE ALLOWED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.
- 6) NOTIFY CITY A MINIMUM OF 72 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- 7) THERE ARE NO KNOWN WELLS ON THE PROPERTY - IF A WELL IS ENCOUNTERED DURING CONSTRUCTION THEY MUST BE SEALED IN ACCORDANCE WITH MINNESOTA DEPARTMENT OF HEALTH REGULATIONS.
- 8) CONTACT MARTY ASLESON, CITY ENVIRONMENTAL COORDINATOR, FOR INSPECTION OF ALL EROSION CONTROL MEASURES PRIOR TO ANY WORK



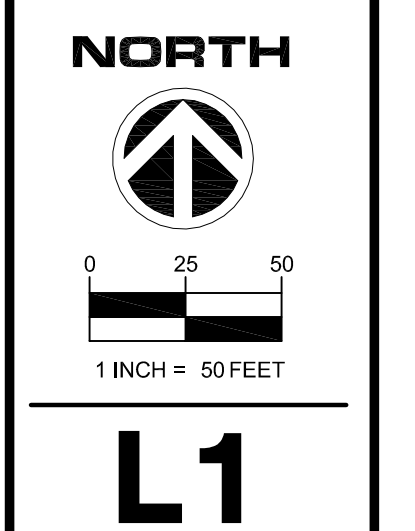
**LANDSCAPE PLAN
 SADDLE CLUB 4TH ADDITION**

DRAWN BY:	A.G.	DESIGN BY:	A.G.
CHKD BY:	C.W.P.	PROJ. NO.:	17-1685
ORIGINAL DATE:	APRIL 10, 2017		
DATE	REVISION DESCRIPTION		

**SADDLE CLUB
 4TH ADDITION**
 LINO LAKES, MINNESOTA
 LANDSCAPE PLAN

PREPARED FOR:
**DUPONT
 HOLDINGS LLC**

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



L1

BENCHMARK: TNH IN THE PLAT OF FOXBOROUGH. HYDRANT LOCATED AT THE SE CORNER OF RED FOX ROAD AND FOX ROAD. ELEVATION IS 904.61 FEET.

TAG	SPECIES	DBH	COND.	NOTES	SAVE?	WMC?	TAG	SPECIES	DBH	COND.	NOTES	SAVE?	WMC?	TAG	SPECIES	DBH	COND.	NOTES	SAVE?	WMC?	
1	Aspen	13	5		SAVE		78	Hackberry	12	5		X		155	Oak, White	27	5		X		
2	Aspen	12	5		SAVE		79	Hackberry	7	5		X		156	Oak, White	18	5	2 stem tree	X		
3	Aspen	14	5		SAVE		80	Hackberry	12	5		X		157	Oak, Red	25	6		X		
4	Aspen	10	5		SAVE		81	Ash, Green	12	4		X		158	Oak, Red	19	6		X		
5	Oak, Red	9	6		SAVE		82	Ash, Green	13	4		X		159	Oak, Red	16	5		X		
6	Oak, Red	22	5		SAVE		83	Hackberry	8	5		X		160	Oak, Red	19	5		X		
7	Cherry, Black	9	4	2 stem tree	X		84	Ash, Green	7	4		X		161	Oak, White	17	4		X		
8	Maple, Red	14	4	2 stem tree	X		85	Hackberry	9	5		SAVE		162	Oak, White	21	5		X		
9	Oak, Red	24	4	hanging broken branch	X		86	Ash, Green	16	4		SAVE		163	Oak, Red	16	4		X		
10	Maple, Red	13	5		SAVE		87	Ash, Green	13	4		SAVE		164	Cherry, Black	11	4		X		
11	Maple, Red	19	5		SAVE		88	Ash, Green	12	4		SAVE		165	Oak, Red	24	4		X		
12	Oak, Red	27	5		SAVE		89	Ash, Green	6	5		SAVE		166	Cherry, Black	8	4		X		
13	Ash, Green	13	5		X		90	Boxelder	7	5		SAVE		167	Oak, Red	23	5		X		
14	Oak, White	10	5	2 stem tree	SAVE		91	Boxelder	8	4		SAVE		168	Oak, Red	14	5		X		
15	Maple, Red	15	4	2 stem tree	SAVE		92	Ash, Green	8	5		SAVE		169	Maple, Red	12	5		X	X	
16	Cherry, Black	12	5		SAVE		93	Ash, Green	13	4		SAVE		170	Oak, White	20	6		X	X	
17	Cherry, Black	12	4		X		94	Ash, Green	7	4		SAVE		171	Cherry, Black	8	5		X		
18	Maple, Red	13	4	2 stem tree	X		95	Ash, Green	12	4		SAVE		172	Oak, Red	8	4		X		
19	Ash, Green	19	5		X		96	Ash, Green	9	4		SAVE		173	Oak, Red	25	5		X		
20	Cherry, Black	6	4		X		97	Ash, Green	18	5		SAVE		174	Cherry, Black	11	5	2 stem tree	X	X	
21	Maple, Red	10	5	2 stem tree	X		98	Ash, Green	13	5		SAVE		175	Ash, Green	8	4		SAVE		
22	Ash, Green	18	5		X		99	Ash, Green	8	5		SAVE		176	Oak, White	7	4		SAVE		
23	Maple, Red	20	5		X		100	Ash, Green	7	4		X		177	Ash, Green	21	4	2 stem tree	SAVE		
24	Maple, Red	24	4		X		101	Ash, Green	13	4		X		178	Boxelder	7	4		X	X	
25	Maple, Red	17	4		X		102	Ash, Green	15	5		X		179	Oak, Red	20	5		X	X	
26	Maple, Red	12	4		X		103	Hackberry	12	5		SAVE		180	Oak, White	20	4		X		
27	Maple, Red	10	4	3 stem tree	X		104	Ash, Green	22	4		SAVE		181	Oak, White	22	5		X		
28	Maple, Red	24	5	2 stem tree	X		105	Hackberry	17	5		SAVE		182	Oak, White	22	6		X		
29	Cherry, Black	12	4	2 stem tree	X		106	Hackberry	8	5		SAVE		183	Oak, White	12	4		X		
30	Ash, Green	19	4		X		107	Hackberry	7	5		SAVE		184	Birch, Paper	13	5		X		
31	Maple, Red	16	4		X		108	Hackberry	12	5		SAVE		185	Oak, White	12	4		X		
32	Ash, Green	10	4		X		109	Hackberry	10	5		X		186	Oak, White	21	5	2 stem tree	X		
33	Oak, Red	19	6		X		110	Ash, Green	17	4		X		187	Hackberry	10	5		X	X	
34	Maple, Red	23	4		X		111	Ash, Green	20	4		X		188	Hackberry	13	5		SAVE		
35	Hackberry	9	5		X		112	Hackberry	6	5		X		189	Ash, Green	12	4	3 stem tree	SAVE		
36	Ash, Green	24	4		X		113	Ash, Green	7	4		X		190	Ash, Green	7	4		SAVE		
37	Boxelder	6	4		X		114	Ash, Green	15	4		X		191	Ash, Green	13	4		SAVE		
38	Ash, Green	15	4		X		115	Ash, Green	11	4		X		192	Ash, Green	13	5		SAVE		
39	Ash, Green	15	4		X		116	Hackberry	7	4		X		193	Hackberry	10	5		SAVE		
40	Ash, Green	13	5		X		117	Hackberry	7	4		X		194	Hackberry	12	5		SAVE		
41	Hackberry	6	5		X		118	Ash, Green	16	5		X		195	Ash, Green	16	5		SAVE		
42	Ash, Green	21	4		X		119	Ash, Green	11	5		X		196	Ash, Green	14	4	2 stem tree	SAVE		
43	Ash, Green	7	4		X		120	Hackberry	8	5		X		197	Boxelder	9	4		SAVE		
44	Boxelder	7	4		X		121	Ash, Green	7	4		SAVE		198	Boxelder	12	4		SAVE		
45	Boxelder	8	4		X		122	Hackberry	7	5		SAVE		199	Ash, Green	21	5		X		
46	Oak, White	10	5		X		123	Ash, Green	13	4		SAVE		200	Ash, Green	19	5		X		
47	Oak, White	20	5		X		124	Ash, Green	24	5		SAVE		201	Aspen	7	4		SAVE		
48	Ash, Green	7	5		X		125	Ash, Green	17	4		X		202	Aspen	8	5		SAVE		
49	Ash, Green	15	5		X		126	Ash, Green	9	4		SAVE		203	Birch, Paper	7	4		SAVE		
50	Ash, Green	16	5		X		127	Ash, Green	28	4		SAVE		204	Aspen	8	5		SAVE		
51	Ash, Green	6	4		SAVE		128	Ash, Green	13	4		SAVE		205	Aspen	7	4		SAVE		
52	Ash, Green	16	4		X		129	Oak, White	18	4		X		206	Aspen	8	5		SAVE		
53	Ash, Green	17	4		X		130	Hackberry	8	5		X		207	Aspen	9	5		SAVE		
54	Ash, Green	9	4		X		131	Ash, Green	9	4		X		208	Aspen	8	5		SAVE		
55	Ash, Green	12	4		X		132	Hackberry	10	4		X		209	Aspen	9	5		SAVE		
56	Hackberry	9	5		X		133	Ash, Green	20	5		X		210	Ash, Green	6	4		SAVE		
57	Hackberry	9	4		X		134	Ash, Green	8	4		X		211	Ash, Green	11	4		SAVE		
58	Hackberry	7	5		X		135	Ash, Green	14	4		X		212	Ash, Green	6	4		SAVE		
59	Ash, Green	24	5		X		136	Hackberry	12	5		X		213	Ash, Green	8	4		X		
60	Hackberry	16	5		X		137	Hackberry	10	5		X		214	Ash, Green	7	5		SAVE		
61	Ash, Green	23	5		X		138	Boxelder	13	5		X		215	Ash, Green	9	4		SAVE		
62	Hackberry	11	4		X		139	Ash, Green	9	4		X		216	Ash, Green	10	5		SAVE		
63	Hackberry	7	5		X		140	Cherry, Black	11	5		X		217	Ash, Green	9	5		SAVE		
64	Cherry, Black	10	4		X		141	Oak, White	20	4		X		218	Aspen	6	5		X	X	
65	Boxelder	11	4		X		142	Maple, Red	15	4		X		219	Aspen	7	5		X	X	
66	Boxelder	10	5		X		143	Oak, White	14	5		X		220	Aspen	6	5		X	X	
67	Boxelder	12	5		X		144	Oak, White	12	6		X		221	Aspen	7	5		X	X	
68	Ash, Green	21	5		X		145	Boxelder	8	5		X		222	Aspen	10	5	2 stem tree	X	X	
69	Ash, Green	22	4		X		146	Cherry, Black	8	4		X		223	Aspen	8	5		X	X	
70	Ash, Green	27	4	2 stem tree	X		147	Oak, Red	24	4		X		224	Aspen	6	4		X	X	
71	Ash, Green	18	5		X		148	Maple, Red	16	5		X		225	Oak, Red	20	5		X	X	
72	Hackberry	6	5		X		149	Oak, Red	14	4		X		226	Aspen	6	5		X	X	
73	Hackberry	7	5		X		150	Oak, White	8	4		X		227	Aspen	6	5		X	X	
74	Boxelder	7	4		X		151	Oak, Red	21	4		X		N.A.	OAK	28	?	REAR OF LOT 1	X	X	
75	Boxelder	10	5		X		152	Oak, Red	24	4		X		N.A.	OAK	16	?	REAR OF LOT 1	X	X	
76	Ash, Green	19	5		X		153	Oak, Red	21	4		X									
77	Hackberry	9	5		X		154	Oak, White	12	5		X									

YELLOW HIGHLIGHT = WITHIN NATURAL RESOURCE PROTECTED AREA

GENERAL NOTES

- THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.
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TREE PRESERVATION AND MITIGATION STANDARDS

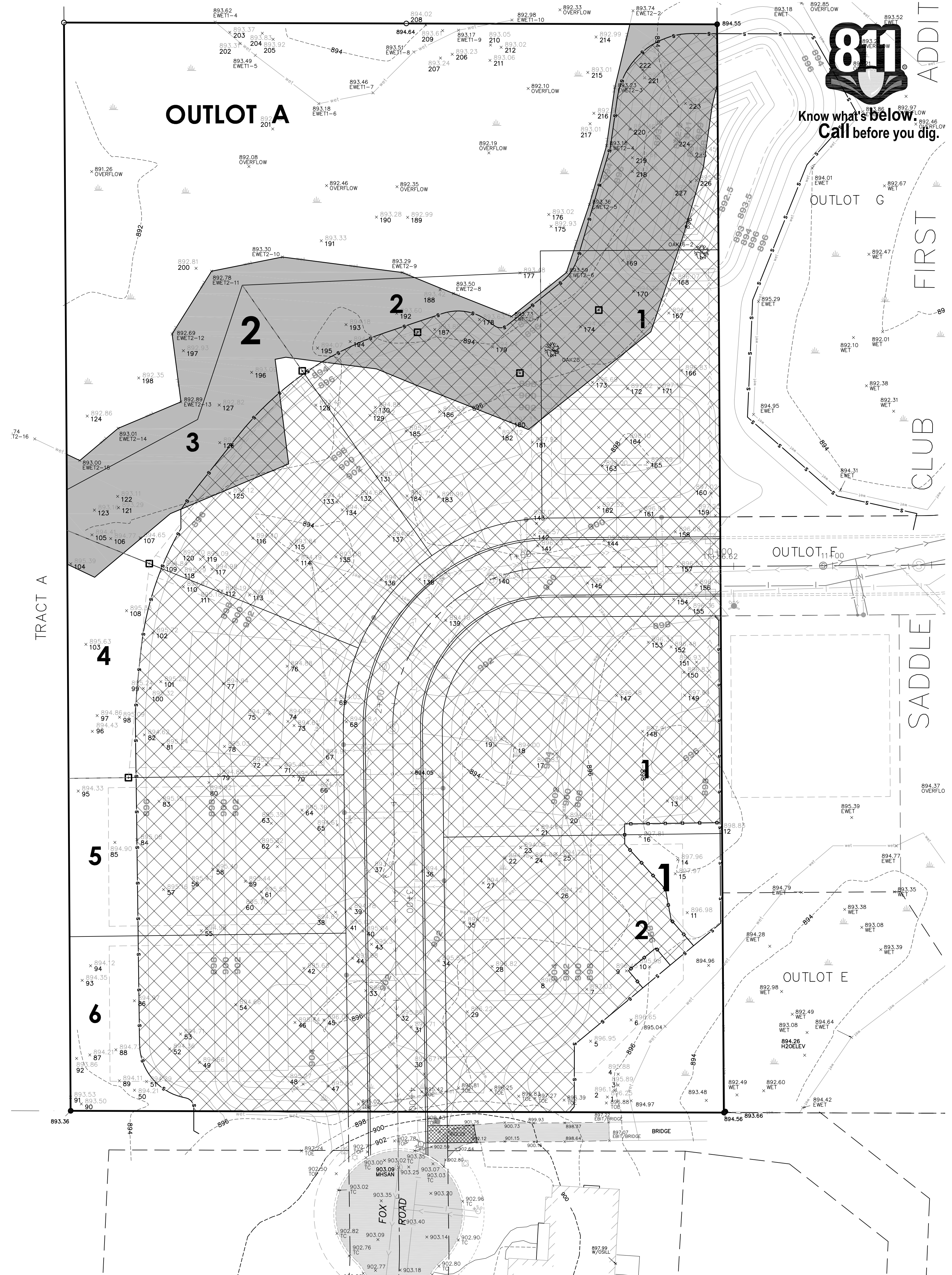
ENVIRONMENTALLY SENSITIVE AREA (ESA) CATEGORY	TREE LOCATION WITHIN BASIC USE AREA	TREE LOCATION NOT WITHIN BASIC USE AREA	
NON-ESA	DECIDUOUS TREES 6" DBH AND OVER OR EVERGREEN TREES BETWEEN 12"-20" TALL	DECIDUOUS TREES 6-12" DBH OR EVERGREEN TREES BETWEEN 12"-20" TALL	DECIDUOUS TREES OVER 12" DBH OR EVERGREEN TREES OVER 20" TALL
NATURAL RESOURCE PROTECTED AREA	NO MITIGATION REQUIRED	PROVIDE ONE TREE PER TREE REMOVED	PROVIDE TWO TREES PER TREE REMOVED

NON-ESA WITHIN BUA: NO TREE MITIGATION REQUIRED - NOT CALCULATED -

NON-ESA OUTSIDE BUA:	TREES REMOVED 6-12" DBH, 12-20" TALL =	(1:1) REPLACEMENT =
TREES REMOVED 12" DBH OR GREATER, OVER 20' TALL =	0	(2:1) REPLACEMENT = 0
NATURAL RESOURCE PROTECTED AREA WITHIN BUA:	TREES REMOVED =	(1:2) REPLACEMENT =
TREES REMOVED 6-12" DBH, 12-20" TALL =	0	(2:1) REPLACEMENT = 0
TREES REMOVED 12" DBH OR GREATER, OVER 20' TALL =	0	(3:1) REPLACEMENT = 0
TOTAL TREES REMOVED	18	
TOTAL TREES REPLACED	9	

LEGEND

- DENOTES EXISTING WMC CORRIDOR (A NATURAL RESOURCE PROTECTED AREA)
- DENOTES EXTENTS OF TREE REMOVALS (INSIDE B.U.A.)
- DENOTES SILT FENCE (LIMITS OF GRADING)
- DENOTES TREE PROTECTION FENCE



TREE INVENTORY & REMOVALS SADDLE CLUB 4TH ADDITION

DRAWN BY: A.G. DESIGN BY: A.G.
 CHCKD BY: C.W.P. PROJ. NO. 17-1685
 ORIGINAL DATE: APRIL 10, 2017

DATE REVISION DESCRIPTION

811
 Know what's below
 Call before you dig.

SADDLE CLUB 4TH ADDITION
 LINO LAKES, MINNESOTA
 TREE INVENTORY & REMOVALS

PREPARED FOR:
DUPONT HOLDINGS LLC

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

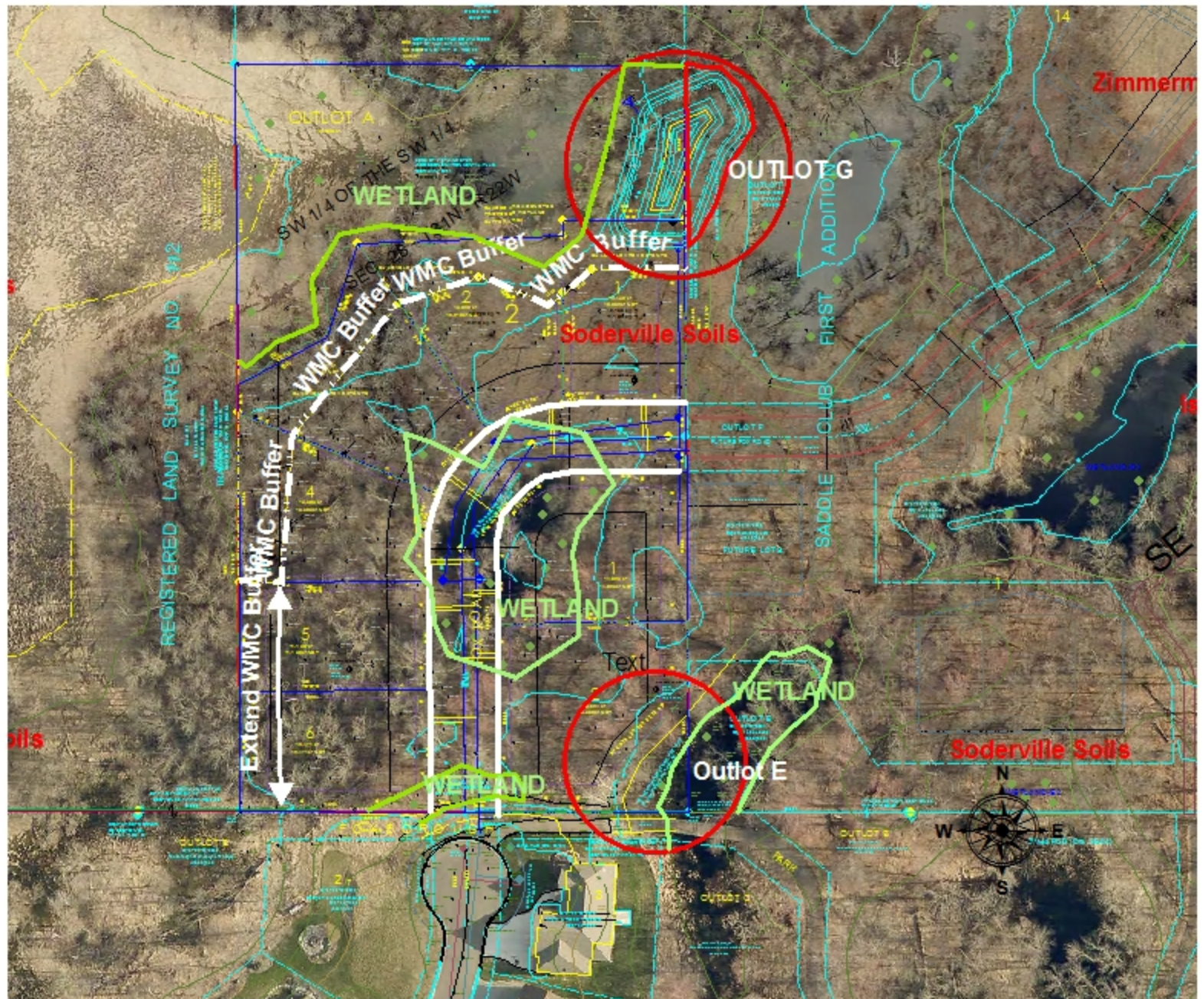
NORTH

0 25 50
 1 INCH = 50 FEET

L2

City of Lino Lakes

Saddle Club 4th Addition Layout



Lino Lakes
600 Town
Center

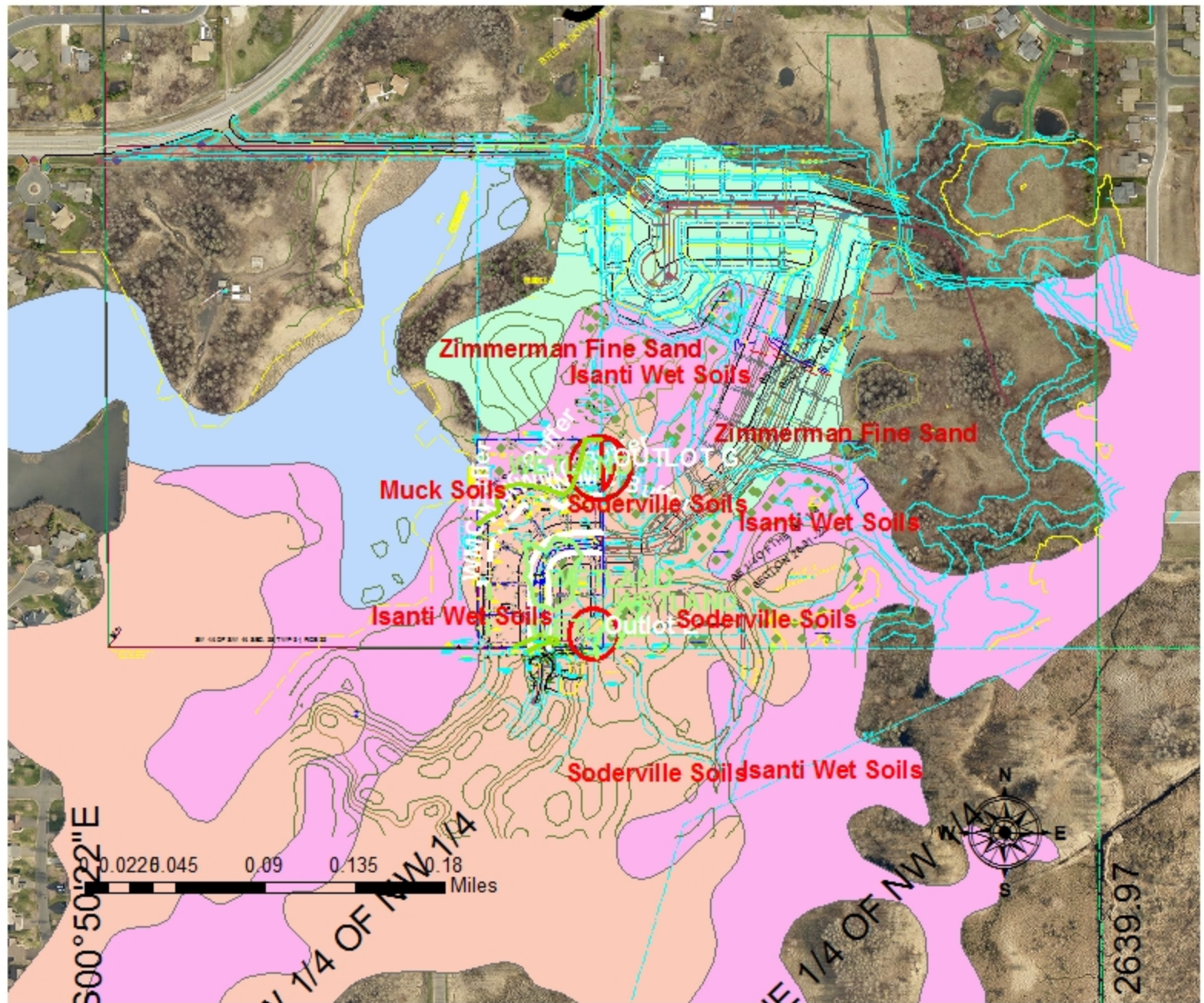
**SaddleClub 4th Addition
General Layout
New Proposed Road into Foxborough
Circled Areas of Concern and Adjacent Outlots
Wetland Areas
WMC West Side and Desired Extension**



0 35 70 140 210 280
Feet

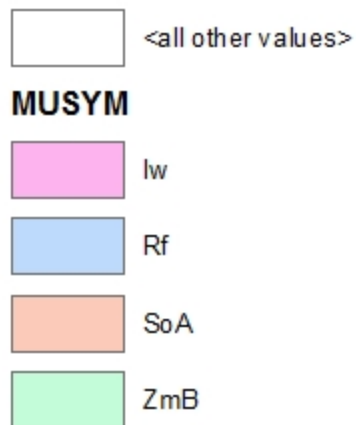


City of Lino Lakes Saddle Club 4th Addition Soils



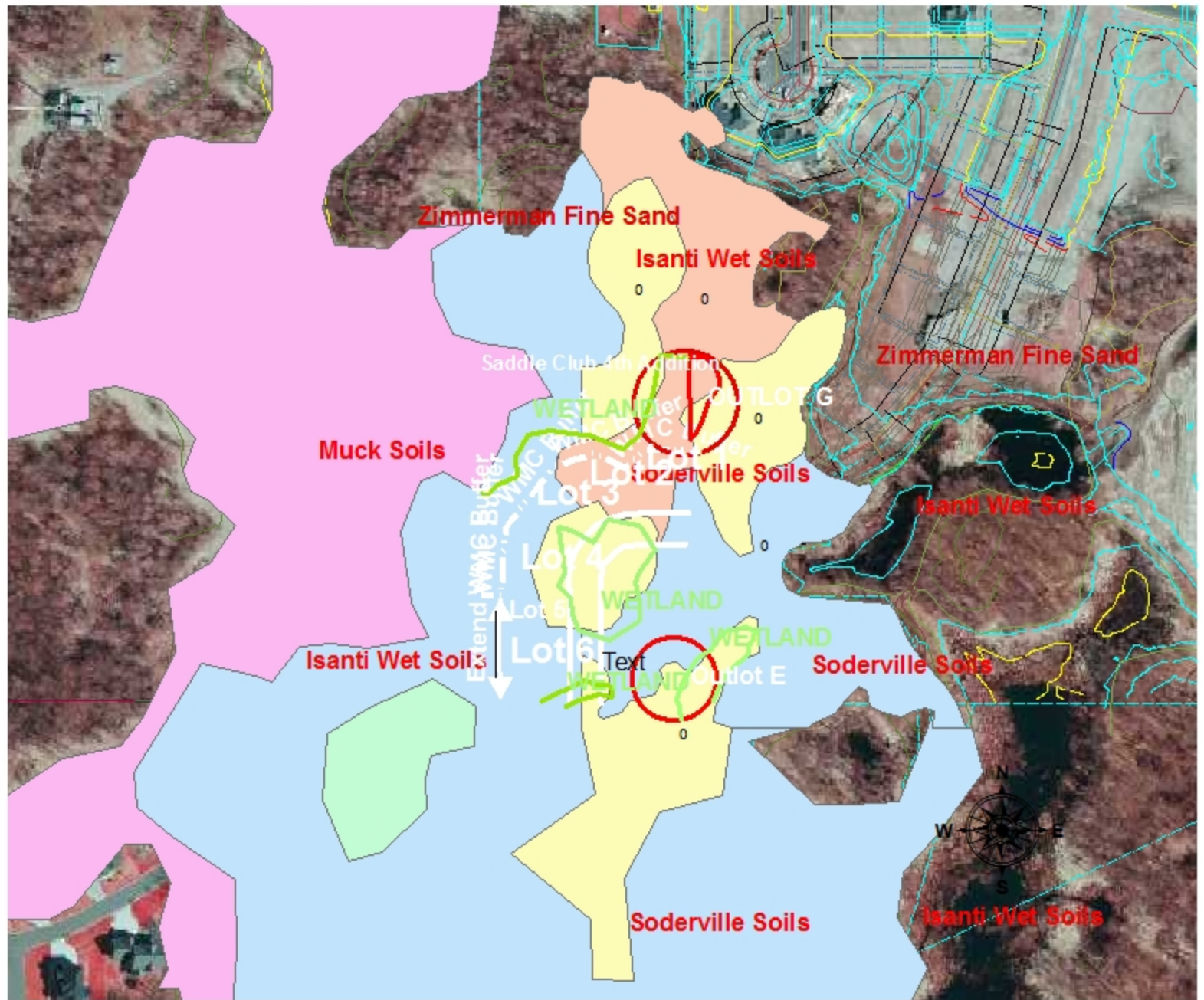
Lino Lakes
600 Town
Center

Saddle Club 4th Addition Soils



City of Lino Lakes

Saddle Club 4th Addition Land Cover



Lino Lakes
600 Town
Center

Saddle Club 4th Addition Land Cover

Saddle Club 4th Addition Land Cover

<all other values>

DESCRIPTIO

- Mixed hardwood swamp
- Oak forest
- Saturated non-native dominated graminoid vegetation
- Seasonally flooded non-native dominated emergent vegetation
- Upland deciduous forest



**ENVIRONMENTAL BOARD
AGENDA ITEM 5B**

STAFF ORIGINATOR: Marty Asleson, Environmental Coordinator

MEETING DATE: April 26, 2017

REQUEST: Lake Amelia Vistas/PUD/Concept Plan Review

APPLICANT: TJB Homes, Inc.
Attn: Tom Budzynski
9100 Baltimore Street NE
Blaine, MN 55449

PROPOSED DEVELOPMENT

The proposed development is located on two properties along County Road 54, CSAH 54, adjacent to the East side of Amelia Lake. The area is classified as Vacant Rural Residential. The proposal is to classify as a PUD.

The site exists as open space and natural areas, primarily woods, and wetlands.

The project is in the Shoreland Overlay District of Amelia Lake

The project, although in the Vadnais Lakes Area Watershed Management Organization (VLAWMO), is bound by the Resources Management Plan and the City stormwater management rules.

ANALYSIS

A concept plan review is a general look at a project idea. We have to answer the question of conformity to the ideas and steps needed to go through to get it to preliminary plat review.

This site would need to go through an EAW review. The Environmental Board will look at this at a later time if this project goes forward.

The project would have to meet shoreland overlay requirements.

The Project is in the VLAWMO watershed. The project would have to at a minimum meet VLAWMO standards. The VLAWMO group is not aware of this concept plan and any desire to pursue preliminary platting. The developer must open up discussion with the VLAWMO group. Given the minimum standards of VLAWMO must be applied, and also given that this project would be a PUD, the city can be more restrictive where it ties into our Resource Management Plan goals. The project should strive to achieve the park/resource corridor idea as intended in the Comprehensive Plan and the Resources Management Plan.

Projects in a Shoreland Overlay District must perform a full evaluation of the waterbody and the topographic, vegetation and soils conditions on the site to ensure

1. The prevention of soil erosion or other pollution of Amelia Lake, both during and after construction. Since an NPDES permit with the MPCA, and a stormwater management plan is required, these concerns will be addressed.
2. The visibility of structures and other facilities as viewed from the lake is limited. No cutting of vegetation within the protective areas of Shoreland setbacks will be allowed. Homeowners must be educated on this matter through information given to them at time of closing. A Brochure must be prepared and given to home-owners describing the natural resources lake, Shoreland Protection rules, unique features in and around the Lake (Water Willow, Blanding's Turtle, Trumpeter swan, Forester's Tern, Eastern Pipistrelle), and Conservation Easement rules.
3. The site must be adequate for water supply and on-site sewage if not sewerd.
4. The types, uses and numbers of watercraft that the project will generate and compatibility to public waters safety to accommodate the watercraft. Special provisions for the location, design, and use of structures, watercraft and launching and docking areas and parking areas must be provided in the plan and permitted for.

Projects in a Shoreland District must meet all set back and open space requirements. Open space in this area should be at least 50%. The concept plan shows about 65%.

All structures must meet the 150 foot setback requirement of Natural Resource lakes. The line drawn on the map shows this setback.

Regionally Significant Ecologic Area

The project is in a regionally significant ecological area. Regionally significant resources are those areas that were selected by the DNR in a seven-county landscape scale

assessment to identify ecologically significant terrestrial and wetland areas. This area is classified as “Outstanding” with “High” and “Moderate” being below this classification

Site Specific Significant Resources

There are several species documented and undocumented in the area of Amelia Lake that are of Special Concern and Threatened. Information on these species, conservation buffers, the city greenway system, and lake water quality for Amelia Lake should be in an information handout for residents. Project design should allow for the travel of turtles and access to nesting areas. Low profile curbing should be used in streets.

The developer indicates that the land has a “highly suitable for development” designation indicating that the land does not include any sensitive natural resources. Water willow is a plant of special concern in the boggy areas of the lake. Consideration of several other species on the DNR list for Rare and Endangered list that have mobility and identified in the area of Amelia Lake, such as the Blanding’s Turtle for example, need to have some consideration given to planning this project.

The open space and corridor plan for Lake Amelia Vista, establishes a trail, park, and open space corridor. This plan follows the intentions of Greenway/Open Space/Wetland Preservation Corridor concepts in the Comp Plan and Resources Management Plan. The corridor has significance to both residents and regionally significant resources. Minnesota resources of special concern, threatened, and endangered species will be protected by this corridor, wildlife, and residents have a corridor connecting into the Lino Lakes, Parks Open Space and Trail System and down through the Ramsey County Regional trail system.

Soils

The soils of the east side of Amelia has a band of muck, from the lake to a meandering line to the East. The Cut Fill area on the South end has a gravel pit. Cut fill to the North is indeterminable in predicting any sort of water performance. The Kingsley series in the middle of the parcels has moderately slow permeability, and a high available water capacity. The Hayden soils on the site have moderate permeability, moderate water holding capacity, and moderate intake. The Dundas Loam has moderately slow permeability in the subsoil, high average water capacity, water tables at 2-3 feet, and drainage needed in this type of soil for just about anything.

A soils survey, map should be a part of required submittals for existing conditions.

Surface Water/Storm Water

According to preliminary findings of our Engineering Department, there is still work to do on ponds, infiltration, and meeting the runoff rates and quantity requirements. Environmental would like to see infiltration rate measurements taken for any area that would be considered for stormwater management.

The Concept Plan proposes buffers around all wetlands. The gravel pit is within a mapped wetland preservation corridor for the City of Lino Lakes. Since this is a VLAWMO area, the VLAWMO standards should be used here for buffering all wetland basins.

The gravel pit is excavated well below the ground water elevation and within 30 feet of a non-impaired public water. If thought is given to using this basin for stormwater, than it should be filled in to 2-3 feet above the ground water elevation. Local Folklore has it that this gravel pit is home to a number of unwanted/stolen cars. Any debris in this basin such as cars should be removed before filling. Cars would contain reservoirs of gasoline and oil.

Conservation Easement

A conservation easement would be needed if the buffer area and greenway/trail area is on non-publically owned land.

Land Cover

The land located within a 45.6 acre survey area is comprised of deciduous woodlands with pockets of upland grassland and 5 wetlands including the fringe of Lake Amelia.

Wetlands:

Wetland A is located along the western side of the property and is a wetland fringe to Amelia Lake. A hardwood woodland is present along most of the upland area along Amelia Lake. Wetland A (the wetland fringe to Amelia Lake), would be classified as a Palustrine emergent wetland with a seasonally flooded water regime.

Wetland B is located in the North Western part of the survey area within a small woodland. The wetland area is approximately 0.19 acres in size. This wetland would be classified as a palustrine emergent wetland with a saturated water regime.

Wetland C is located in the northern part of the survey area between two woodlands, one to the northwest and one to the southeast with open grassland to the north. The wetland area is approximately 0.67 acres in size. Wetland C would be classified as a palustrian emergent wetland with a saturated water regime.

Wetland D is located within the central part of the survey area where it is surrounded by woodlands to the north and south and grasslands to the east. This wetland has two main basins that are connected by a small ditch. The wetland area is approximately 1.93 acres in size. Wetland D would be classified as a palustrine emergent wetland with a saturated to seasonally flooded water regime.

Wetland E is located at the very southern part of the survey area where it is surrounded on the west and north by a cottonwood dominated woodland. This wetland is an excavated pond from when the site was used in the past as a gravel pit.

Upland Areas include:

Aspen Forest Saturated, Aspen Woodland, Boxelder-green ash disturbed native forest, disturbed deciduous woodland, grassland with sparse deciduous trees, hayfield, long grasses on hydric soils, long grasses on upland soils, long grasses with sparse tree cover on upland soils, Medium tall grassland, Oak Forest, Pavement, Planted mixed conifers, Red pine on upland soils.

Tree Preservation

The Plan shows surveyed trees. Trees must be mapped for removal and saving. Grade changes will dictate tree save/removal areas. Tree save areas must be fenced off. Any work done in the oak wilt season must contain a plan to prevent, and /or mitigate oak-wilt. Ash trees in all areas must be removed. Ash trees in any part of the project east of the floodplain line must be removed.

Flood Plain

It appears the Floodplain elevation is set at 910. The floodplain elevation should be an overlay so that proposed features can be displayed in relation to the floodplain. The buffer is generally east of the existing floodplain.

Drinking Water Protection

The NE corner of the proposed site falls within a Drinking Water Service Management Area (DWSMA) with established ratings of Highly Vulnerable, and Moderately Sensitive. The developers should check with the Minnesota Department of Health and get guidance for developing in this area.

A well head is located in the NE corner of this project. It's probable that this mapped wellhead is really on the property at 6351-20th Ave. This should be verified. If this well is on the property and servicing the residence at 6351 20th Ave, the well should not be disturbed, or abandoned and sealed.

Landscape Plan

The conceptual landscape drawings show a general idea of replanting trees and grassland throughout the proposal. The drawings do not really reflect the view from the lake or the residences in terms of no-cut and screening intentions of the shoreland overlay requirements. The Shoreland Ordinance requires the view from the Lake be screened and buffered by existing vegetation.

Storm Water Management and Erosion and Sediment Control

Before any ground breaking occurs, a complete Stormwater Pollution Prevention Plan, (SWPPP) must be accepted by the city. At the time of ground breaking, all of the concerns of the Minnesota Pollution Control permit issuance must be met. A certified inspector must be in contact with the City. All weekly and post rainfall inspection reports and follow up corrections made must be emailed to the City in a timely manner. Failure to do so could result in a “Stop Work Order”.

RECOMMENDATION

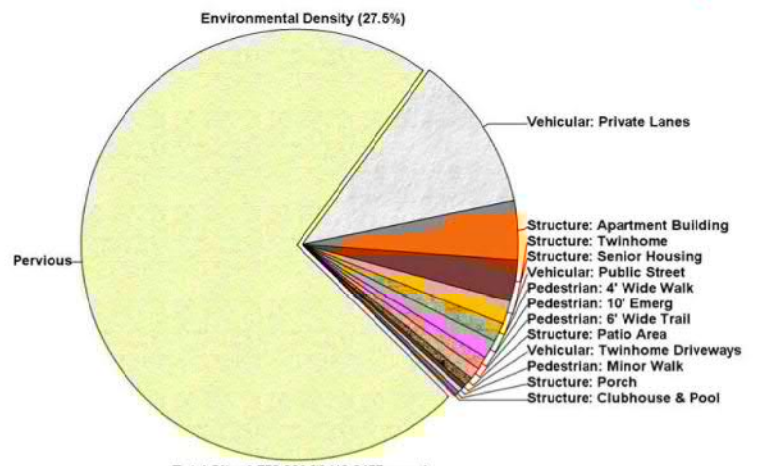
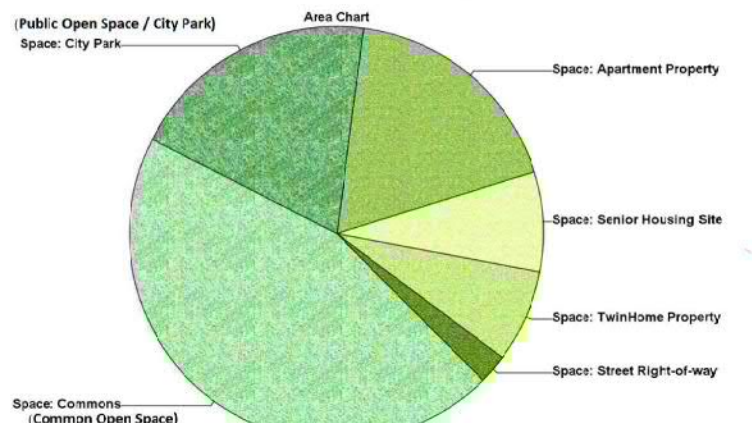
Forward staff and environmental comments on to Planning & Zoning Board and the City Council.

ATTACHMENTS

1. Concept Plan
2. Amelia Lake Floodplain
3. Amelia Lake Quality Wetlands
4. Amelia Lake Soils
5. Amelia Lake Public Waters
6. Amelia Lake DWSMA and Wells
7. Lake Amelia Vistas Wetland Map



Land Use Space



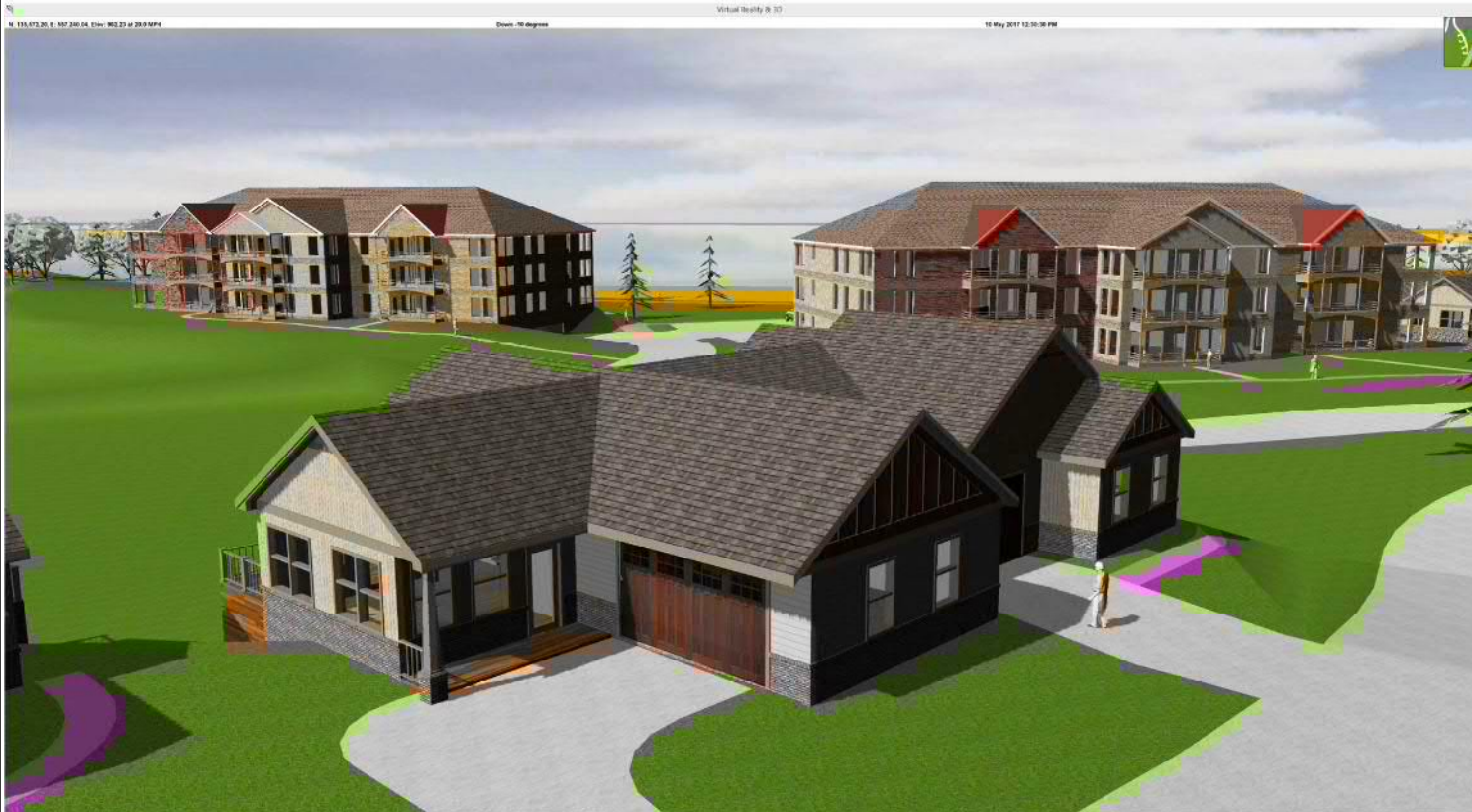
Neighborhood Information:

Total Area (Net)	40.848 Acres
Senior Housing Apartments	240
Market Rate Apartments	192
Townhome /Twinhome Units	20
Total Units	452

Notes:
 Apartment units served with underground parking – thus surface parking is for guests.
 Private drive lanes shown are 24' wide.
 Senior housing is intended to be both assisted and non-assisted services.
 A Video presentation can be seen at:
www.rhsdplanning.com/TIB.mp4

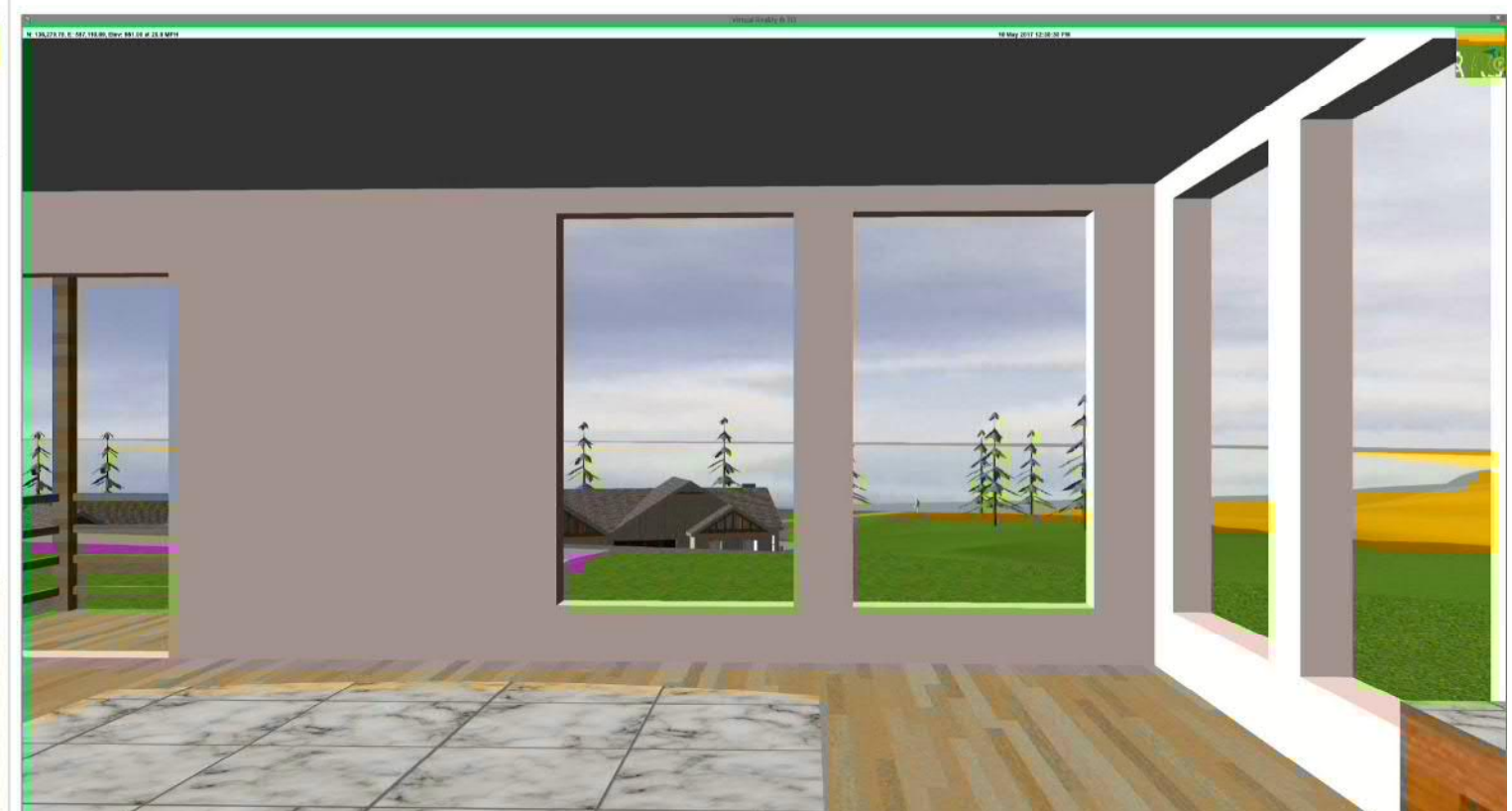
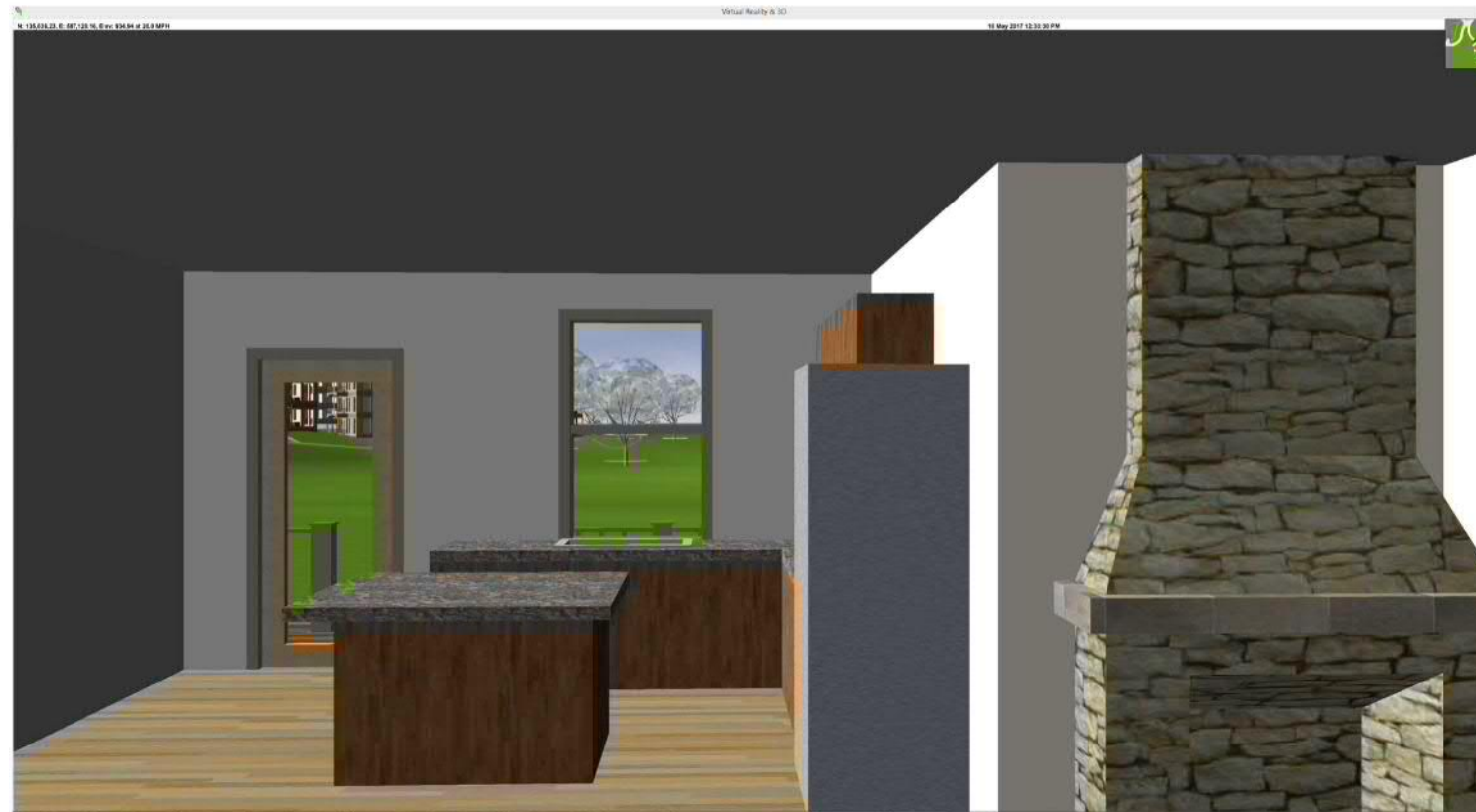
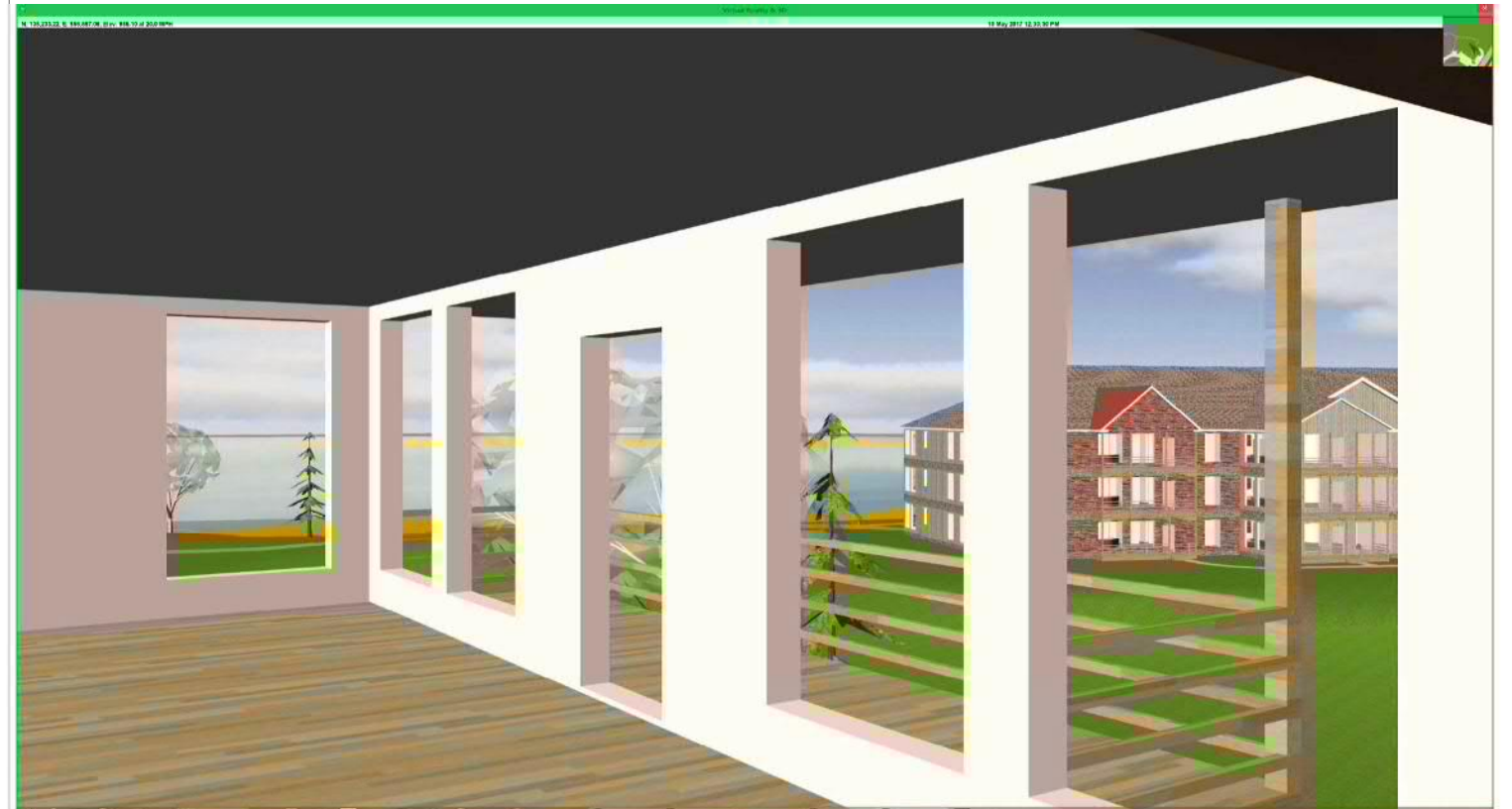
Category	Percentage	Area (ft²)	Area (Acres)
Structure: Clubhouse & Pool	0.1%	2,157	0.0495
Structure: Porch	0.3%	5,661	0.1300
Structure: Twinhome	0.4%	6,565	0.1507
Structure: Senior Housing	0.4%	6,565	0.1507
Structure: Public Street	0.4%	6,565	0.1507
Structure: Patio Area	0.6%	11,534	0.2648
Structure: Apartment Building	4.5%	79,536	1.8259
Structure: Twinhome Driveways	0.4%	6,565	0.1507
Structure: Senior Housing Driveways	0.4%	6,565	0.1507
Structure: Clubhouse & Pool	0.1%	2,157	0.0495
Structure: Porch	0.3%	5,661	0.1300
Structure: Twinhome	0.4%	6,565	0.1507
Structure: Senior Housing	0.4%	6,565	0.1507
Structure: Public Street	0.4%	6,565	0.1507
Structure: Patio Area	0.6%	11,534	0.2648
Structure: Apartment Building	4.5%	79,536	1.8259
Structure: Twinhome Driveways	0.4%	6,565	0.1507
Structure: Senior Housing Driveways	0.4%	6,565	0.1507







SHEET NO.



City of Lino Lakes

Amelia Lake Vistas

Floodplain



Lino Lakes
600 Town
Center

Amelia Lake Floodplain

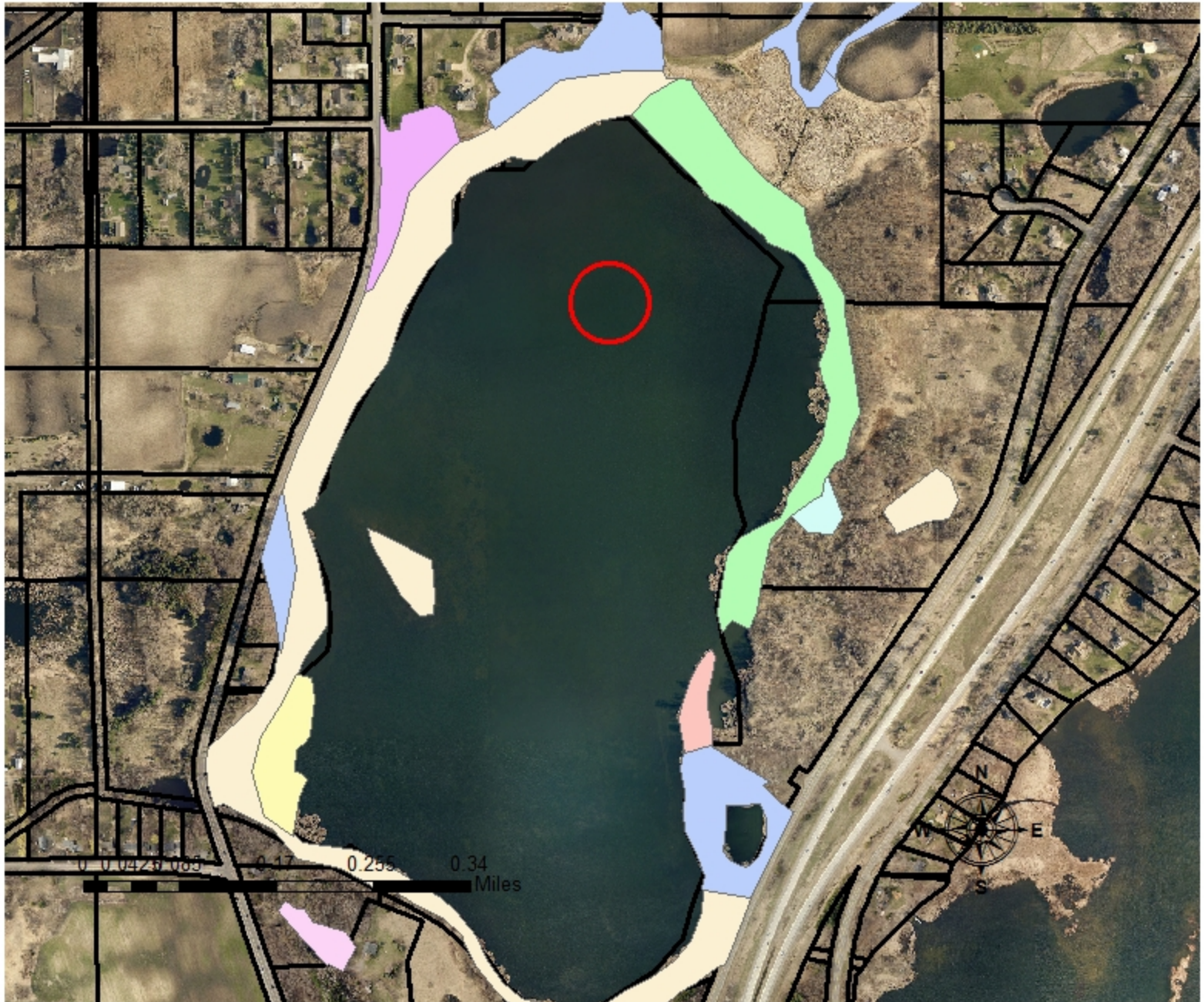
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City of Lino Lakes

Amelia Lake Vistas


Quality Wetlands



Lino Lakes
600 Town
Center

Amelia Lake Quality Wetlands

Amelia Lake Quality Wetlands

 <all other values>

DESCRIPTIO

-  Aspen forest saturated
-  Cattail marsh
-  Cattail marsh - intermittently exposed
-  Cattail marsh - seasonally flooded
-  Floodplain forest
-  Lowland hardwood forest
-  Mixed emergent marsh
-  Mixed hardwood swamp - seasonally flooded



City of Lino Lakes

Amelia Lake Vista

Soils

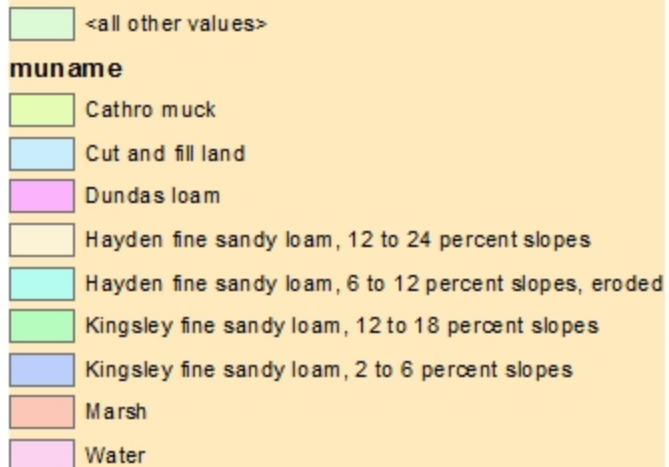


Lino Lakes
600 Town
Center

Coordinate System:
Anoka County Coordinates
NAD83, Feet

Source:
Anoka County, WSB, MnDOT, SEH

Soils of Amelia Lake Vista



City of Lino Lakes

Amelia Lake Vista


Public Waters Delineation



Lino Lakes
600 Town
Center


Amelia Lake Vistas-Public Waters Delineation


public_waters_basin_delineations

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pwi_label

 Exempt-Contact Area Hydro

 Public Water Basin

 Public Water Wetland

Coordinate System:
Anoka County Coordinates
NAD83, Feet

Source:
Anoka County, WSB, MnDOT, SEH



City of Lino Lakes

Amelia Lake Vistas DWSMA and Wells



Lino Lakes
600 Town
Center

Amelia Lake Vistas DWSMA and Wells

Dwsma_Vul

<all other values>

Vuln

High

Low

Moderate

Very High





Delineated Wetlands Map
20th Ave S
Lino Lakes, MN

Figure 5

**ENVIRONMENTAL BOARD
AGENDA ITEM 5C**

STAFF ORIGINATOR: Marty Asleson, Environmental Coordinator
MEETING DATE: April 26, 2017
REQUEST: Recommendation on Textile Recycling/Reuse

PROGRAM PROPOSAL:

To enter into a contract agreement with Simple Recycling for curbside textile recycling.

PROGRAM BACKGROUND INFORMATION:

EPA estimates 70 lbs. / person of clothing are thrown away each year. 85% of textiles are not recycled or donated.

Simple Recycling is an Ohio Corporation. Simple Recycling wishes to enter into agreement for the Collection of Soft Recyclables with the City of Lino Lakes. Soft recyclables, in particular textiles, are not recycled or reused, but placed in landfills.

Simple Recycling is providing a free residential curbside pickup service to collect all types of clothing, shoes, accessories, and household goods. A mailer will be sent out to residents including specially designed recycling collection bags and informational materials. Residents need to bag the acceptable items and place bags at the curb on the recycling collection day by the recycling cart. Simple Recycling will collect the bags with a small truck. The drivers will leave extra bags after collection, either on the recycling cart or by resident's door. Simple Recycling grew out of a third generation thrift store chain; the collected materials will be graded and a lot of the clothing and household goods will be sent to thrift stores. The rest will be recycled and converted for reuse to industrial wiping rags and home insulations.

Simple Recycling does not use a large compactor truck but a utility or appliance repair-type truck for curbside pickup.

The program is free for the city and the residents. The City will receive a tonnage report quarterly, which can be included in SCORE tonnage report. Also, the city will be compensated \$20 per ton for the material collected by Simple Recycling.

The Simple Recycling Agreement is attached.

This program was reviewed at the February and March Environmental Board meeting, there was no action taken at both times. Recommended changes were made to the Agreement document for your review. This would be the second look at the document.

RECOMMENDATION

Revisit the document and make changes or send to the Council for consideration.

ATTACHMENTS

1. Agreement of Collection of Soft Recyclables.

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables (“Agreement”) is made and entered into this ___ day of _____, 20____, (the “Date of Execution”) by and between the City of Lino Lakes a municipal corporation with an address at 600 Town Center Parkway, Lino Lakes, MN 55014 (herein referred to as “Lino Lakes”), and Great Lakes Recycling, Inc. d/b/a Simple Recycling, an Ohio corporation with a business address at 5425 Naiman Parkway, Solon, OH 44139 (together which with its successors and assigns, herein referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, Lino Lakes desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, Lino Lakes has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in Lino Lakes’s Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and Lino Lakes (herein collectively called the “Parties”) hereby agree as follows:

1. **Term.** This Agreement shall begin upon the Date of Execution and continue for an initial term until September 30, 2018 (the “Initial Term”). At the end of the Initial Term Contractor and Lino Lakes have the right to renew for additional five (5) year terms upon mutual agreement (each such term an “Extension Term” and collectively, the “Term”). Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the Initial Term or any Extension Term, the Term shall automatically renew for an unlimited number of five-year terms. During the Term, Contractor shall have the sole and exclusive right to pick up Soft Recyclables in Lino Lakes’s Service Area through municipal contracted pick up.

2. **Contractor’s Program Commencement.** During the Term, Contractor agrees to begin providing program services on the earlier of the following: (1) a date no later than the 13th day of February, 2017, or; (2) a date on which Contractor provides written notice to Lino Lakes that sufficient population density has been achieved in a Service Area to support program services (the “Date of Commencement”). In either event, the Date of Commencement will be no later than twelve (12) months from the Date of Execution of this Agreement. On the Date of Commencement, Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the collection and disposal of Soft Recyclables within Lino Lakes and the

Service Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement.

3. Collection Vehicles. All collection vehicles used in performance of the Agreement shall be duly licensed and inspected by the State of Minnesota and shall operate within the weight allowed by Minnesota statutes. Contractor shall obtain all pertinent licenses from the City, County and State.

In addition, all vehicles must be:

- a) Clean and maintained in proper working order
- b) Clearly identified on both sides with Contractor's name and customer service telephone
- c) Equipped with a two-way communications device, first aid kit, appropriate equipment for cleaning up spills and/or leaks, and all safety equipment required by the Federal, State of Minnesota, and local governing bodies, including federal and state Departments of Transportation

4. Collection Procedures. During the Term and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft Recyclable shall be made in the sole reasonable discretion of Contractor. However, in no event shall Contractor be required to accept any Excluded Items which include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste, and electronic waste considered to be "covered electronic devices" under M.S. 115A.1310 (computers, peripherals, facsimile machines, DVD players, video cassette recorders, and video display devices) and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to Lino Lakes.

5. Collection Events. Contractor shall provide services for collection of Soft Recyclables at annual spring and fall Citywide Clean-up events on dates specified by Lino Lakes. Contractor will provide collection container or vehicle and personnel to run the collection of Soft Recyclables.

6. Ownership. Soft Recyclables set out for collection on the regularly scheduled collection day remains the responsibility and ownership of the property owner or tenant until handled by the Contractor at which point they become the responsibility and ownership of the Contractor.

7. Set Out Procedures. Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the

Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

8. Contamination and Improper Set Out. If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

9. Collection Schedule. Contractor shall divide the Service Area into collection areas to coincide with Lino Lakes collection dates, **between the hours of 7 a.m. and 6 p.m.**, Monday through Saturday. Collections shall be made from Service Recipients on a regular schedule in accordance with the existing Lino Lakes recycling pickup schedule. However, Contractor has the option to alter the frequency of the scheduled pickups **if requested in writing by the Contractor and approved by Lino Lakes.**

Contractor shall not be required to perform any service under this Agreement on Holidays. **Following all Holidays, each Residential Customer shall receive collection service on the day following its normally scheduled collection with the weeks work to be finished by Saturday.** Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

10. Inventory of Containers. During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program described herein that is produced and printed by the contractor and approved by Lino Lakes, which approval shall not be unreasonably withheld (the "Program Brochure").

11. Missed Collections and Complaints. Service Recipients shall be instructed by Lino Lakes to report missed collections and complaints to Contractor. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

12. Inventory of Containers. During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection

program described herein that is produced and printed by the contractor and approved by Lino Lakes, which approval shall not be unreasonably withheld (the "Program Brochure").

13. **Contractor's Fee.** After the Initial Term, beginning October 1, 2018, Contractor shall pay to Lino Lakes a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in Lino Lakes's portion of the Service Area. Payments shall be made to Lino Lakes not more than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day.

14. **Publication Information and Education Program.** Lino Lakes shall provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of Lino Lakes public information shall be coordinated with and approved by Contractor. Contractor may prepare and distribute its own promotional materials subject to Lino Lakes approval, which approval shall not be unreasonably withheld. Contractor shall participate in Lino Lakes directed promotion and education efforts as outlined below:

- a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
- b. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
- c. Coordinate with Lino Lakes for distribution of written promotional and instructional materials directly to Service Recipients.
- d. Be available a minimum of two times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
- e. Provide advice to Lino Lakes on promotion and education material content and presentation.

15. **Telephone and Customer Service.** Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. All attempts to contact the caller shall be recorded on a log kept by Contractor.

16. **Marketing and Disposition of Recyclable Material.** Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner. If Excluded Items or materials banned from disposal in municipal solid waste by the State of Minnesota are collected, knowingly or unknowingly, the Contractor shall be solely responsible for recycling or disposal of items as required by the State of Minnesota.

17. **Insurance.** During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in Minnesota, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless Lino Lakes from all damages (except for damages caused by Lino Lakes's own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.

c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Minnesota.

The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) Lino Lakes, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.

(ii) Contractor's insurance coverage shall be primary insurance as to Lino Lakes, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Lino Lakes, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to Lino Lakes, its officers, officials, employees, or volunteers.

(iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to Lino Lakes.

18. **Indemnification and Hold Harmless.** Except for Lino Lakes's own negligence, willful misconduct or failures, Contractor shall save, keep, and hold harmless Lino Lakes, its officers, agents, employees, and volunteers from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omission of Contractor, any of Contractor's employees, or any subcontractor. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and Lino Lakes, its members, officers, employees, and agents, Contractor's liability hereunder shall

be only to the extent of Contractor's negligence. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

19. **Compliance with Law.** Contractor agrees to comply with all published ordinances, laws, rules, and regulations, together with amendments thereto, of the STATE, the United States of America, or City of Lino Lakes pertaining to the services to be performed hereunder.

20. **Taxes.** Contractor agrees to save Lino Lakes harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for Lino Lakes.

21. **Employee Conduct.** All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

22. **Monthly Reports.** Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month, the payment of the required fee to Lino Lakes, **missed pick-ups, tagging, and complaints.**

23. **Inspections.** Upon reasonable advanced request to Contractor, Lino Lakes may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, Lino Lakes may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. Lino Lakes agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection and shall indicate the reasonable basis for requesting the inspection.

24. **Meetings and Communications.** In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

Meetings After Collection Begins. After Collections begin, meetings shall be held no less frequently than a quarterly basis, unless otherwise mutually agreed, between representatives of the parties. Such meetings will be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. Lino Lakes shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

25. Owner not Barred from Donating or Selling Soft Recyclables to Others. Nothing in this Agreement shall abridge the right of an individual or household to give or sell their Soft Recyclable materials to any recyclable materials program.

26. Compliance with Laws and Regulations. Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

27. Termination and Breach. Either party may terminate this Agreement without cause upon one hundred eighty (180) days written notice. Should Lino Lakes elect to terminate this Agreement without cause under the aforementioned provisions or if Contractor terminates this agreement for-cause, Lino Lakes shall not enter into any other Soft Recyclables program in Lino Lakes's Service Area for the remainder of the contract term unless undertaken with the Contractor, unless said restriction is waived in advance, in writing by the Contractor. However, should Lino Lakes elect to terminate this Agreement for-cause due to an uncured breach by the Contractor, Lino Lakes shall not be precluded from entering into any other agreement for the collection, identification, packaging, hauling, recycling and/or disposing of Soft Recyclables.

In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period. In the event Lino Lakes is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by Lino Lakes.

28. Severability. Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

29. Independent Contractor Status. In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of Lino Lakes. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to Lino Lakes employees and Contractor expressly waives and claim it may have or acquire to such benefits.

30. No Assignment. This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by either Party to any person, firm, or corporation, without the prior written consent of the other Party.

31. Entire Agreement. This Agreement supersedes any prior or contemporaneous representation or agreements, whether written or oral, between the Parties and contains the entire agreement

32. Amendments. Any modification or amendment of this Agreement shall require a written agreement signed by both parties.

31. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

33. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Anoka County, Minnesota.

34. Access to Records and Data. Contractor shall provide access to Lino Lakes, to review collection and customer service records related to Lino Lakes, produced by the Contractor that are directly pertinent to this Agreement for the purpose of making an audit, other examination and preparing excerpts and transcriptions.

35. Government Data/Privacy. The Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. HIPAA requirements, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. The Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13, and the Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

36. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

37. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the address set forth below:

Notice to City: Marty Asleson
City of Lino Lakes
Environmental Coordinator
600 Town Center Parkway
Lino Lakes, MN, 55014

Notice to Contractor: Adam Winfield

President
Great Lakes Recycling, Inc. d/b/a Simple Recycling,
5425 Naiman Parkway, Solon, OH 44139

38. Definitions.

a. Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

b. Container: The term "Container" means a bag, bin or box supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.

c. Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within seven (7) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by Lino Lakes and Contractor.

d. Excluded Items: The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, electronic waste considered to be "covered electronic devices" under M.S. 115A.1310 (computers, peripherals, facsimile machines, DVD players, video cassette recorders, and video display devices), etc. and any item heavier than fifty (50) pounds.

e. Garbage: The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals, piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

f. Hazardous Waste: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Minnesota statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

g. Holiday: The term "Holiday" means the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, unless otherwise specified by Lino Lakes recycling holiday schedule.

h. Residential Customer: The term “Residential Customer” means an individual or individuals residing in a single-family home or multi-unit residence up to 8-plex that is rented, leased or owned.

i. Service Area: The term "Service Area" means the municipal corporate limits of Lino Lakes plus, if necessary, one or more adjacent municipalities within a forty (40) mile radius with a minimum of forty thousand (40,000) households and be scalable to a minimum of one hundred thousand (100,000) households within a forty (40) mile radius, based on the municipalities’ collection censuses. The Service Area will encompass all of Lino Lakes’s trash and recycling collection area, as it may be amended from time to time.

j. Service Recipients: The term “Service Recipients” means Residential Customers of Lino Lakes in the Service Area.

k. Soft Recyclable: The term “Soft Recyclable” means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men’s, women’s and children’s clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, , cameras, lamps, hairdryers, tools, toasters, coffee makers, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Date of Execution first written above.

City of Lino Lakes

By: _____

Its: City Manager

Great Lakes Recycling, Inc. d/b/a Simple Recycling

By: _____
Adam Winfield, President