



AGENDA OF THE JOINT MEETING
OF THE CITY COUNCIL AND
THE PLANNING COMMISSION
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
June 30, 2020
7:00 P.M.

CALL TO ORDER

In light of the Governor’s Executive Order regarding social-distancing and restrictions on gatherings, the City of Birchwood Village is conducting its June 30, 2020 joint meeting of the City Council and the Planning Commission using interactive web-based technology. Pursuant to Minnesota Statutes, Chapter 13D. 021 Subdivision 1(1) the City of Birchwood is declaring that, “an in-person meeting or a meeting conducted under section 13D.02 is not practical or prudent because of a health pandemic...”

The meeting will be conducted using the Zoom meeting platform and the details of that are directly below for participating. If you plan to attend it is suggested that you familiarize yourself with the technology in advance. If you plan to participate than you must either 1) send your name, topic you plan to speak on, and the phone number you will be calling from to City Hall by noon the day before the meeting; or 2) join the meeting no later than 6:50pm to coordinate with the Moderator.

The Moderator of the meeting shall be City Administrator Tobin Lay and all participants, except Council Members and Planning Commissioners, shall have their microphones muted unless recognized by the Mayor.

City of Birchwood Village is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/86732530049?pwd=QnRYUVlGN3NRRU9lekwyNWJBRXBjUT09>

Meeting ID: 867 3253 0049

Password: 384079

One tap mobile

+13126266799,,86732530049#,,1#,384079# US (Chicago)

+16465588656,,86732530049#,,1#,384079# US (New York)

Dial by your location

* Denotes items that have supporting documentation provided

- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Germantown)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)

Meeting ID: 867 3253 0049

Password: 384079

Find your local number: <https://us02web.zoom.us/j/86732530049>

CALL TO ORDER

APPROVE AGENDA

COMMISSION REGULAR AGENDA

- A. Review/Approve February 20, 2020 Planning Commission Meeting Minutes* (p.3)

JOINT COUNCIL/COMMISSION REGULAR AGENDA

- A. Variance Request Procedure* (pp. 5-12)
 - a. Council/Commission Deliberation

Time Budget: 20 Minutes

COUNCIL REGULAR AGENDA

- A. 234 Cedar Street Paver Maintenance Agreement* (pp. 13-22)
 - a. Council Deliberation and Approval

Time Budget: 20 Minutes
- B. Kay Beach Boundaries* (p. 23)
 - a. Public Discussion
 - b. Council Deliberation

Time Budget: 20 Minutes

ADJOURN

* Denotes items that have supporting documentation provided

CITY OF BIRCHWOOD VILLAGE
PLANNING COMMISSION MEETING
FEBRUARY 20, 2020 MINUTES

COMMISSIONERS PRESENT: Chair John Lund, Jozsef Hegedus, Michael Kraemer, Mark Foster. Absent: Andy Sorenson

OTHERS PRESENT: Tobin Lay, Greg Sherwood, Kathy Sherwood, Bob Michels, Emunah Rankin, Harmony Lewis

Chair John Lund called meeting to order at 7:08 pm

APPROVE AGENDA - Michael Kraemer motioned to approve, Jozsef Hegedus 2nd. Motion passed.

REGULAR AGENDA

A. Review Variance Case No.20-01-VB for 15 Birchwood Lane

1. John Lund opened public hearing. No comments from public, Jozsef Hegedus motioned to close public hearing, Mark Foster 2nd, all ayes, motion passed.
2. Discuss and recommend to City Council.

Motion was made by Michael Kramer to approve the first and third variance requests only (not approving the second request regarding the roof overhang) and to require the applicant to work with the City Engineer on pavers and RCWD for drainage. John Lund 2nd, all ayes, motion passed.

B. Review /Approve January 23, 2020 Meeting minutes

1. Confirm Nominal & accessory Structures Recommendation

Jozsef Hegedus motioned recommend the language (2020-02-01) on p.42, John Lund 2nd, all ayes, motion passed.

Mark Foster motioned to approve minutes as changed, Michael Kraemer 2nd, all ayes, motion passed.

C. Recommend address change assignment for Cedar St. Vacant Lot

John Lund motioned to change 234 Cedar to 232 Cedar and assign vacant lot as 234 Cedar.

Michael Kraemer 2nd, all ayes, motion passed.

Adjourn. John Lund motioned to adjourn meeting at 8:04 pm. Meeting adjourned.

304. ZONING CODE: VARIANCES AND APPEALS

304.010 BOARD OF APPEALS. The City Council is hereby established as the Board of Appeals (Board) and shall have the power to hear and decide appeals in which it is alleged that there is an error in any administrative order, requirement, decision or determination made in the interpretation or enforcement of the Zoning Code.

304.020 APPEALS OF ADMINISTRATIVE DECISIONS.

1. A person who deems himself aggrieved by an alleged error in any order, requirement, decision or determination made in the interpretation and enforcement of the Zoning Code, may appeal to the Board by filing a written appeal with the City Clerk within 30 days after the date of such order, requirement, decision or determination. The appeal shall fully state the order to be appealed and the relevant facts of the matter.

2. The Board shall conduct a public hearing within 60 days after the filing of a written appeal. The Board shall make its decision after considering the oral and written views of all interested persons expressed at the public hearing.

304.030 PETITIONS FOR VARIANCES. The Planning Commission is hereby established to hear and advise the Council on requests for variances from the literal provisions of the Zoning Code. The owner or owners of land to which the variance relates may file a petition for a variance with the Clerk. The petition shall be made on forms provided by the City Clerk. The petition shall be accompanied by plans described below and by all required fees. The City may require the petitioner to submit a certificate by a registered professional land surveyor verifying the location of all buildings, setbacks and building coverage, and certifying other facts that in the opinion of the City are necessary for evaluation of the petition.

304.040 VARIANCE REQUIREMENTS AND CRITERIA. Petitions for Variances must include all Required Information and demonstrate that Criteria for each Variance are met.

1. Required Information.

a. Legal description and address of parcel. Name, address, and phone number of applicant (and of the owner if owner is not the applicant).

b. Plot plan drawn to scale. Elevation contour lines may be required.

c. Plan showing existing and proposed new and changed structures on the lot. Existing structures on adjacent lots must also be shown.

d. Evidence demonstrating compliance with the Rice Creek Watershed District's and other Governmental Units' regulations may be required. (See Section 303.040.)

2. Criteria for Granting a Variance. Pursuant to Minn. Stat. Sec. 462.357, subd. 6, as it may be amended from time to time, the Planning Commission may issue recommendations to the City Council for variances from the provisions of this zoning code. A variance is a modification or variation of the provisions of this zoning code as applied to a specific piece of property.

Variances to the strict application of the provisions of the Code may be granted, however, no variance may be granted that would allow any use that is prohibited within the City. Conditions and safeguards may be imposed on the variances so granted. A variance shall not be granted unless the following criteria are met:

SUBD. 1.

A. Variances shall only be permitted

- i. when they are in harmony with the general purposes and intent of the ordinance and
- ii. when the variances are consistent with the comprehensive plan.

B. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.

SUBD. 2. "Practical difficulties," as used in connection with the granting of a variance, means that

- i. Special conditions or circumstances exist which are peculiar to the land, structure, or building involved.
- ii. The condition which result in the need for the variance were not created by the applicant's action or design solution. The applicant shall have the burden of proof for showing that no other reasonable design solution exists.
- iii. The granting of a variance will result in no increase in the amount of water draining from the property.
- iv. Granting the variance will not impair an adequate supply of light and air to adjacent property, or unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, or welfare of the residents of the City.
- v. No variance shall be granted simply because there are no objections or because those who do not object outnumber those who do.
- vi. Financial gain or loss by the applicant shall not be considered if reasonable use for the property exists under terms of the Zoning Code.

304.050

VARIANCE HEARING AND RECOMMENDATION BY THE PLANNING COMMISSION. Within 60 days after the City determines that a variance petition is complete, and all required fees and information, including plans, drawings and surveys, have been received, the Planning Commission shall conduct a public hearing and after hearing the oral and written views of all interested persons, the

Planning Commission shall make its recommendation to the City Council by a majority vote at the same meeting or at a specified future meeting thereof.

304.060 NOTICE OF HEARINGS.

1. Notice of variance hearings shall be mailed not less than ten (10) days before the date of the hearing to the person who filed the petition for variance, to the Minnesota Department of Natural Resources, and to each owner of property situated wholly or partially within 200 feet of the property lines to which the variance relates.

2. A notice of hearing for appeals of administrative decisions shall be published in the official newspaper of the City not less than ten days before the hearing. A notice shall also be mailed to the appellant.

3. No new notice need be given for any hearing which is continued to a specified future date.

304.070 FINAL DECISION. The Council shall decide all appeals of administrative decisions and petitions for variances. The decision shall be made not later than 30 days after the date of the hearing. Notice of the decision shall be mailed to the applicant with regard to any denial and explanation as to why.

304.080 FORM OF ACTION TAKEN AND RECORD THEREOF. The Council shall maintain a record of its proceedings relative to the petition for variance or appeal which shall include the minutes of its meetings and final order concerning the variance petition or appeal of administrative decision. When applicable, notice of the final order shall be sent to the Minnesota Department of Natural Resources within ten (10) days.

304.090 REVOCATION. A violation of any condition set forth or required in granting a variance shall be a violation of this Code and automatically terminates the variance. A variance shall become null and void one year after it was granted, unless made use of within the year or such longer period prescribed by the Council.

"AMENDED BY ORDINANCE 2005-1; APRIL 12, 2005."

"AMENDED BY ORDINANCE 2018-04-01; OCTOBER 9, 2018."



BIRCHWOOD VILLAGE
Variance Findings Form

**JOINT AGENDA A
FINDINGS FORM**

EACH OF THE FOLLOWING CRITERIA MUST BE SATISFIED TO APPROVE

#1: Is the request in harmony with the general purposes and intent of the ordinance?

The specific Ordinance states _____
(state ordinance requirement), the purpose of which is to _____
_____ (explain what the ordinance requirement is intended to prevent or protect).

The proposed variance is for: _____
_____ (explain proposal and potential effects).

This variance is/is not in harmony with the purpose and intent of the specific Ordinance because: _____

_____ (explain how the proposal is in harmony with or undermines the purpose of the ordinance).

#2: Would granting the variance be consistent with the comprehensive plan?

The Comprehensive Plan contains the following policies and goals regarding this request: _____

_____ (list applicable policies, goals, and maps, including citations).

Granting the variance is/is not consistent with the comprehensive plan because: _____

_____ (explain how; relate details of the request to specific policies, goals, and maps).

#3: Are there special conditions or circumstances that are peculiar to the land, structure, or building involved?

There are/are no circumstances unique to the property that would prevent compliance with the specific Ordinance because: _____

(describe any physical characteristics of the land that are unique to this property that prevent compliance with the ordinance requirement, and whether the applicant has demonstrated that no other reasonable alternative exists that would comply with the ordinance; explain what makes this property different from other properties to justify why this applicant should be able to deviate from the ordinance when others must comply).

#4: Were the special conditions or circumstances created by the applicant's action or design solution?

The conditions that resulted in the need for the variance **were/were not** created by the applicant **because:**

_____ (if there are special conditions or circumstances, describe whether they were created by some action of the applicant/property owner).

#5: Will granting a variance result in any increase in the amount of water draining from the property?

Granting the variance **will/will not** increase the amount of water that drains from the property **because:**

_____ (if granting the variance will increase the amount of water that drains from the property, explain how and how much it will increase).

#6: Will granting the variance impair an adequate supply of light and air to adjacent property, or unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, or welfare of the residents of the City?

Granting the variance **will/will not** impair light and air to adjacent property, or diminish or impair property values in the area, or impair the public health, safety, or welfare of Birchwood residents **because:**

_____ (if granting the variance could be detrimental to neighbors or other Birchwood residents, explain how).

#7: A variance must not be granted *simply because there are no objections or because those who do not object outnumber those who do*

Has this variance been granted only because of the number of objections to the request: Yes No

Explain: _____

_____ (If you believe that the decision has been determined simply because of the number of supporters or objections, explain how).

#8: Does reasonable use for the property exist under terms of the Zoning Code?

Reasonable use for the property **does/does not** exist under terms of the Zoning Code **because:** _____

_____ (Describe how the Zoning Code does or does not allow for reasonable use of the property. If reasonable use of the property *does* exist under terms of the Zoning Code, the applicant's financial gain or loss shall not be considered in your decision).

What is your decision? (Approve or Deny)

Remember - ALL criteria MUST be satisfied to approve.

If approved, what conditions will you impose? (Findings must support the conditions; explain the impacts of the proposed development and the conditions that address those impacts. Remember that findings must be directly related and proportional to the impacts created by the variance. Set specific timeframes and deadlines, and consider requiring the following to help ensure compliance with the conditions:

- *financial sureties to ensure that the required activities are completed within specified deadlines,*
- *as-built drawings and/or photos as proof of completion within the terms of the conditions, and/or*
- *long-term maintenance and operation agreements for stormwater best management practices and vegetation that must be protected or restored as a condition of approval, along with notices of restrictions recorded against properties to ensure that future property owners are aware of their responsibilities and don't unknowingly "undo" any conditions.)*

Tobin Lay

From: Steven W. Thatcher <sthatcher@thatcher-eng.com>
Sent: Friday, June 19, 2020 10:29 AM
To: rboschee@comcast.net
Cc: Tobin Lay; Alan Kantrud; Jack Kramer
Subject: RE: 234 Cedar Street - Maintenance Agreement
Attachments: 2019-12-18 C100 EROSION CONTROL PLAN.pdf; 2019-12-18 C200 GRADING & DRAINAGE PLAN.pdf; 2019-12-18 C210 DETAILS.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Caution: This email originated outside our organization; please use caution.

Hi Rick,

As discussed, the erosion control is acceptable. However, the installed paver blocks for the pervious driveway do not match the paver blocks on the plan. Therefore, two possible solutions are as follows:

1. Remove the installed paver blocks and install the paver blocks on the plan.
2. Do not replace the installed paver blocks and the property owner sign and record a Permeable Pavement Maintenance Agreement.

I understand that you want to proceed with the Permeable Pavement Maintenance Agreement.

Alan and Tobin,

For the Permeable Pavement Maintenance Agreement, the information I have is as follows:

1. JOHN & DANELLE HARTMAN, Property Owners.
2. The Grantors are the owners of a certain tract or parcel of land more particularly described as: LOT 3, HELLERS SUBDIVISION OF LOT 1 (Parcel ID Number 30-030-21-24-0065), including all improvements thereon, as shown on documents duly recorded in the Washington County property records, commonly referred to as 234 Cedar Street, hereinafter referred to as the "Property."
3. WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Grantors have agreed to build and maintain at their expense a storm and surface water management facility and system more particularly described as a permeable interlocking concrete pavement system ("System"). This System is shown on the three (3) plans titled: Erosion Control Plan C100 , Grading and Drainage Plan C200, and Details C210. The plans were prepared by Solutions Blue and dated December 10, 2019 (attached).

I did not verify the legal description.

Please let me know if you have any questions. My cell is 612-867-7234.

Thanks,
Steve

Tobin Lay

From: John Hartman
Sent: Tuesday, June 23, 2020 1:02 PM
To: Tobin Lay; Steven W. Thatcher
Cc: RICK G; Danelle Hartman
Subject: Fwd: Paver Question
Attachments: C200 - GRADING & DRAINAGE PLAN.pdf

Caution: This email originated outside our organization; please use caution.

Tobin/Steve,

The engineer who produced our Grading and Drainage plan, Matt Walsvik, is no longer with Solution Blue, but his voice message directs the caller to Solution Blue CEO, John Hink. I spoke with John about our situation and he asked me to send him an email for review of the original plan drafted by Matt and the pavers we ultimately used for our driveway, since the manufacturer of Xeripave is no longer in business. John provided a brief response to my email, see this thread. I hope his opinion that our pavers are an acceptable equivalent is enough to resolve this issue. Please share as necessary.

John Hartman
701-202-5058

----- Forwarded message -----

From: John Hink <jhink@solutionblue.com>
Date: Tue, Jun 23, 2020 at 10:45 AM
Subject: RE: Paver Question
To: John Hartman

Approved equal.

From: John Hartman
Sent: Monday, June 22, 2020 1:09 PM
To: John Hink <jhink@solutionblue.com>
Subject: Paver Question

John,

As we discussed: Matt Walsvik provided the attached Grading and Drainage Plan for our home under construction. The plan specifies "PERMEABLE INTERLOCKING CONCRETE PAVERS (PICP) 3" THICK (XERIPAVE OR APPROVED EQUAL)" for the driveway, but we found out Xeripave pavers are no longer

available and our contractor substituted BELGRADE HOLLAND permeable pavers. After installation, the City Engineer said he would approve them as long as we would sign a waiver agreeing to maintain the permeability of the driveway, but the City Administrator stepped in and said we'd have to get approval from the City Council. Looking at the plan, and with your knowledge of permeable pavers, do you feel the Belgrade pavers provide a sufficient alternative to Xeripave pavers for the purposes of this project?

We're nearing the end of our construction, and kind of in a pinch. Any advice you can offer is appreciated.

Thank you,

John Hartman



MAINTENANCE
AGREEMENT

This Permeable Pavement Maintenance Agreement, hereinafter referred to as the, "Agreement," dated this _____th day of _____, 2020, the, "effective date," by and between John and Danelle Hartman, Property Owners, hereinafter referred to as, "Grantors," and the City of Birchwood Village, hereinafter referred to as the, "City."

WITNESSETH

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City as set forth by City ordinances; and

WHEREAS, the Grantors are the owners of a certain tract or parcel of land more particularly described as: HELLERS SUBD LT 1 BLK 4 LAKEWOOD PARK 2ND DIV LOT 3, SUBDIVISION CD 25300 (Parcel ID Number 30-030-21-24-0065), including all improvements thereon, as shown on documents duly recorded in the Washington County property records, commonly referred to as 234 Cedar Street, hereinafter referred to as the "Property."

WHEREAS, the Grantors wish to construct certain improvements on the Property which will alter existing storm and surface water flow conditions on the Property and adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Grantors have agreed to build and maintain at their expense a storm and surface water management facility and system more particularly described as a permeable interlocking concrete pavement system ("System"). This System is shown on the three (3) plans titled: Erosion Control Plan C100, Grading and Drainage Plan C200, and Details C210. The plans were prepared by Solutions Blue and dated December 10, 2019 (attached); and

WHEREAS, the City has reviewed and approved these plans, subject to the execution of this Agreement.

NOW, THEREFORE, in consideration of the benefit received by the Grantors and as a result of the City approval of its plans, the Grantors hereby covenant with the City as follows:

1. Grantors shall construct and perpetually maintain, at their sole expense, the above referenced System in strict accordance with said-plan approved by the City.
2. Grantors shall conduct in-service inspections, maintain and repair the System in accordance with the most current edition of the Interlocking Concrete Pavement Institute (ICPI) manual titled, Permeable Interlocking Concrete Pavements (currently in its third edition) to ensure that the System is properly maintained and continues to operate as designed and approved.
3. Grantors shall, on June 1, 2040, and every 20 year anniversary thereafter for so long as the System is in operation, submit a letter to the City stating whether or not the System continues to operate as designed and approved. If the System does not continue to operate as designed and approved, the Grantors shall repair or replace the System within ninety (90) days and re-certify the repaired or replacement System with the City to ensure that the renewed System operates as it was designed and approved.
4. The City, its agents, employees and contractors shall have the perpetual right of ingress and egress

over the Property and the right to inspect the System, at reasonable times and in a reasonable manner with 72 hours written notice, in order to ensure that the System is being properly maintained and continues to perform as designed and approved by the City.

5. The City shall notify Grantors in writing of any defects in the System within 30 days of any inspection it conducts and Grantors agree to correct any defects in the System within ninety (90) days of receipt of any such written notice per Paragraph 3 herein.
6. Grantors agree that if they fail to correct any such defects within ninety (90) days of receipt of written notice, or fail to maintain the System in accordance with applicable laws and regulations, or in the event of an emergency as determined by the City in its sole discretion, the City is authorized to enter the Property to make all repairs or perform all maintenance, construction or reconstruction the City deems necessary. The City shall invoice the Grantors for the cost of the work, both direct and indirect, and applicable penalties. If not paid, the City is authorized to assess the Property and said assessment shall be a lien against the Property and assigned to the County Assessor to be assessed to the property tax due of said Property and collected as ordinary taxes by the County and paid to the City.
7. Grantors shall indemnify, hold harmless and defend the City from and against any and all claims, demands, lawsuits, losses, damages and payments, including attorney's fees claimed or made against the City that are alleged or proven to result or arise from actions or inactions of the Grantors.
8. The commitments and requirements contained herein shall be considered covenants that run with the land. The Grantors, their successors, heirs or assigns, further agree that whenever the Property shall be sold or conveyed, they shall be subject to the commitments, agreements and provisions of this Agreement.
9. Grantors agree not to transfer or assign responsibility for complying with this Agreement.
10. The provisions of this Agreement shall be severable; if any clause, sentence or provision, or their applicability to Grantors, is held to be invalid by a Court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.
11. This Agreement shall be recorded at the office of the Washington County Recorder, at the expense of Grantors.
12. In the event that the City shall determine, in its sole discretion, at any future time, that the System is no longer required, the City shall, at the request of Grantors, their heirs or assigns, execute a release of this Agreement, which the Grantors may record with Washington County, at their expense.

IN WITNESS WHEREOF, Grantors and the City have executed this Maintenance Agreement.

GRANTORS

CITY OF BIRCHWOOD VILLAGE

By _____
Mayor

By _____
Administrator

STATE OF MINNESOTA)
)SS.
COUNTY OF WASHINGTON)

Signed, sworn to, and acknowledged before me by John Hartman and Danelle Hartman, Grantors, this ____ day of _____, 2020.

Notary Public

Signed, sworn to, and acknowledged before me by Mary D. Wingfield, the Mayor, and Tobin Lay, the Administrator of the City of Birchwood Village, this ____ day of _____, 2020.

Notary Public

HARTMAN RESIDENCE
LOT 3, HELLERS SUBDIVISION OF LOT 1
JOHN DRUCKER DESIGNS
2216 32ND AVENUE SOUTH MINNEAPOLIS, MN 55406

CADD USER: Matt Walsh File: C:\Users\MATT WALSH\Dropbox\PROJECTS\191104 - HARTMAN RESIDENCE JOHN DRUCKER DESIGNS\WORKING FILES\CADD\DWG\PLAN SHEETS\C100 - EC.DWG PLOT SCALE: 1:1 PLOT DATE: 12/10/2019 11:31 AM



LEGEND	PROPOSED	EXISTING
PROPERTY LINE	---	---
LIMITS OF CONSTRUCTION	---	---
BUILDING	---	---
TOPOGRAPHIC INDEX CONTOUR	---	---
TOPOGRAPHIC CONTOUR	---	---
CURB & GUTTER	---	---
SANITARY SEWER	---	---
WATER MAIN	---	---
DRAINTILE	---	---
SWALE	---	---
RIP RAP	---	---
SILT FENCE	---	---
BIO-ROLL	---	---
ROCK CHECK DAM	---	---
EROSION CONTROL BLANKET - CATEGORY 2, WOOD 25	---	---
TURF REINFORCEMENT MAT MnDOT CAT.2 (TABLE 3885-5)	---	---
INFILTRATION SEED MIX *MnDOT 34-262 WET PRAIRIE	---	---
POND EDGE SEED MIX *MnDOT 33-261 STORMWATER NE	---	---



GENERAL EROSION AND SEDIMENTATION CONTROL NOTES:

1. INSTALL PERIMETER EROSION CONTROL AT THE LOCATIONS SHOWN ON THE PLANS PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE OR CONSTRUCTION ACTIVITIES. SILT FENCE SHALL FOLLOW EXISTING CONTOURS AS CLOSELY AS FEASIBLE.
2. REMOVE ALL SOILS AND SEDIMENTS TRACKED OR OTHERWISE DEPOSITED ONTO PUBLIC AND PRIVATE PAVEMENT AREAS. REMOVAL SHALL BE ON A DAILY BASIS WHEN TRACKING OCCURS AND MAY BE ORDERED BY MINNEAPOLIS INSPECTORS AT ANY TIME IF CONDITIONS WARRANT. SWEEPING SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE CONSTRUCTION AND DONE IN A MANNER TO PREVENT DUST BEING BLOWN TO ADJACENT PROPERTIES.
3. LOCATE SOIL OR DIRT STOCKPILES NO LESS THAN 25 FEET FROM ANY PUBLIC OR PRIVATE ROADWAY OR DRAINAGE CHANNEL. IF REMAINING FOR MORE THAN SEVEN DAYS, STABILIZE THE STOCKPILES BY MULCHING, VEGETATIVE COVER, TARPS, OR OTHER MEANS. CONTROL EROSION FROM ALL STOCKPILES BY PLACING SILT BARRIERS AROUND THE PILES. TEMPORARY STOCKPILES LOCATED ON PAVED SURFACES MUST BE NO LESS THAN TWO FEET FROM THE DRAINAGE/GUTTER LINE AND SHALL BE COVERED IF LEFT MORE THAN 24 HOURS.
4. MAINTAIN ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES IN PLACE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. INSPECT TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ON A DAILY BASIS AND REPLACE DETERIORATED, DAMAGED, OR ROTTED EROSION CONTROL DEVICES IMMEDIATELY.
5. TEMPORARILY OR PERMANENTLY STABILIZE ALL CONSTRUCTION AREAS WHICH HAVE UNDERGONE FINAL GRADING, AND ALL AREAS IN WHICH GRADING OR SIDE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY AGAINST EROSION DUE TO RAIN, WIND AND RUNNING WATER WITHIN 7 DAYS. USE SEE AND MULCH, EROSION CONTROL MATTING, AND/OR SODDING AND STAKING IN GREEN SPACE AREAS. REMOVE ALL TEMPORARY SYNTHETIC, STRUCTURAL, NON-BIODEGRADABLE EROSION AND SEDIMENT CONTROL DEVICES AFTER THE SITE HAS UNDERGONE FINAL STABILIZATION WITH PERMANENT VEGETATION ESTABLISHMENT. FINAL STABILIZATION FOR PURPOSES OF THIS REMOVAL IS 70% ESTABLISHED COVER OVER DENUDED AREA.
6. READY MIXED CONCRETE AND CONCRETE BATCH/MIX PLANTS ARE PROHIBITED WITHIN THE PUBLIC RIGHT OF WAY. ALL CONCRETE RELATED PRODUCTION, CLEANING AND MIXING ACTIVITIES SHALL BE DONE IN THE DESIGNATED CONCRETE MIXING/WASHOUT LOCATIONS AS DETERMINED BY THE CONTRACTOR. UNDER NO CIRCUMSTANCES MAY WASHOUT WATER DRAIN INTO THE PUBLIC RIGHT OF WAY OR INTO ANY PUBLIC OR PRIVATE STORM DRAIN CONVEYANCE.
7. CHANGES TO APPROVED EROSION CONTROL PLAN MUST BE APPROVED BY THE EROSION CONTROL INSPECTOR PRIOR TO IMPLEMENTATION. CONTRACTOR TO PROVIDE INSTALLATION AND DETAILS FOR ALL PROPOSED ALTERNATE TYPE DEVICES.
8. STREET SWEEPING SHALL BE PERFORMED IF SEDIMENT COLLECTS ON STREETS.

SUMMARY

DESIGNED: MDW DRAWN: MDW
REVIEWED: MDW
PHASE: 100% CD INITIAL ISSUE: 11/26/19

REVISION HISTORY

#	DATE	DESCRIPTION
1	12/10/19	LGU COMMENTS

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew D. Walsh
MATTHEW D. WALSHVİK

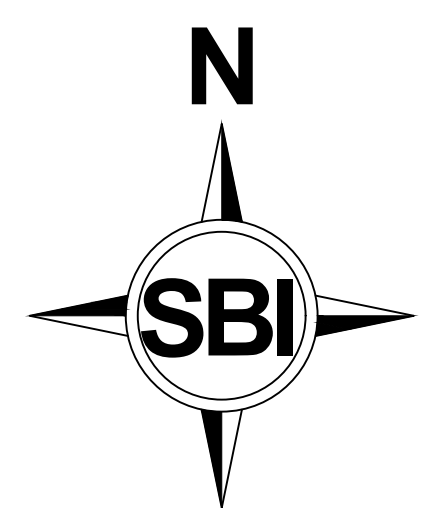
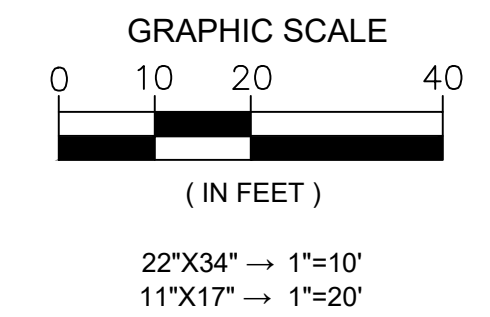
DATE: 12/06/19 REG. NO. 46653

EROSION CONTROL PLAN

SOLUTION BLUE PROJECT NO: 191104

C100

BENCHMARK (BM)
MNDOT STATION NAME: LAKELAND MNDT
ELEVATION: 863.594 (NGVD 88 DATUM)



LEGEND

	PROPOSED	EXISTING
PROPERTY LINE	---	---
LIMITS OF CONSTRUCTION	---	---
BUILDING	---	---
TOPOGRAPHIC INDEX CONTOUR	---800---	---800---
TOPOGRAPHIC CONTOUR	---802---	---802---
SANITARY SEWER	---	---
WATER MAIN	---	---
DRAIN TILE	---	---
SWALE	---	---
SPOT ELEVATION	x800.00	/

- GENERAL GRADING NOTES:**
- ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE BEFORE BEGINNING SITE GRADING ACTIVITIES.
 - CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
 - CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL UNLESS OTHERWISE DIRECTED.
 - MAINTAIN TEMPORARY PROTECTION MEASURES DURING CONSTRUCTION ACTIVITIES. SEE SITE REMOVALS PLAN FOR ADDITIONAL INFORMATION. PROVIDE ADDITIONAL PROTECTION AS NECESSARY AS WORK PROGRESSES.
 - PROPOSED CONTOURS AND SPOT ELEVATIONS ARE TO FINISHED SURFACE GRADE.
 - SPOTS LABELED MA REFERS TO MATCH EXISTING GRADE, EOF REFERS TO EMERGENCY OVERFLOW ELEVATION.
 - PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AT ALL TIMES.
 - NO GRADED SLOPES SHALL EXCEED 3:1 (HORIZONTAL TO VERTICAL) UNLESS OTHERWISE NOTED.
 - UNIFORMLY GRADED AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
 - LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE AND CONDUCT GRADING OPERATIONS IN A MANNER TO MINIMIZE THE POTENTIAL FOR EROSION.
 - SEE DETAIL SHEET 210 FOR BMP CONSTRUCTION DETAILS AND NOTES.

VOLUME RETENTION REQUIRED (CF)	VOLUME RETENTION PROVIDED (CF)
1,836 SF x 1" = 153 CF TOTAL REQUIRED	BMP #1 VOLUME = 153 CF

SUMMARY

DESIGNED: MDW	DRAWN: MDW
REVIEWED: MDW	
PHASE: 100% CD	INITIAL ISSUE: 11/26/19

REVISION HISTORY

#	DATE	DESCRIPTION
1	12/10/19	LGU COMMENTS

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew D. Walsvik
MATTHEW D. WALSVIK
DATE: 12/06/19 REG. NO. 46653

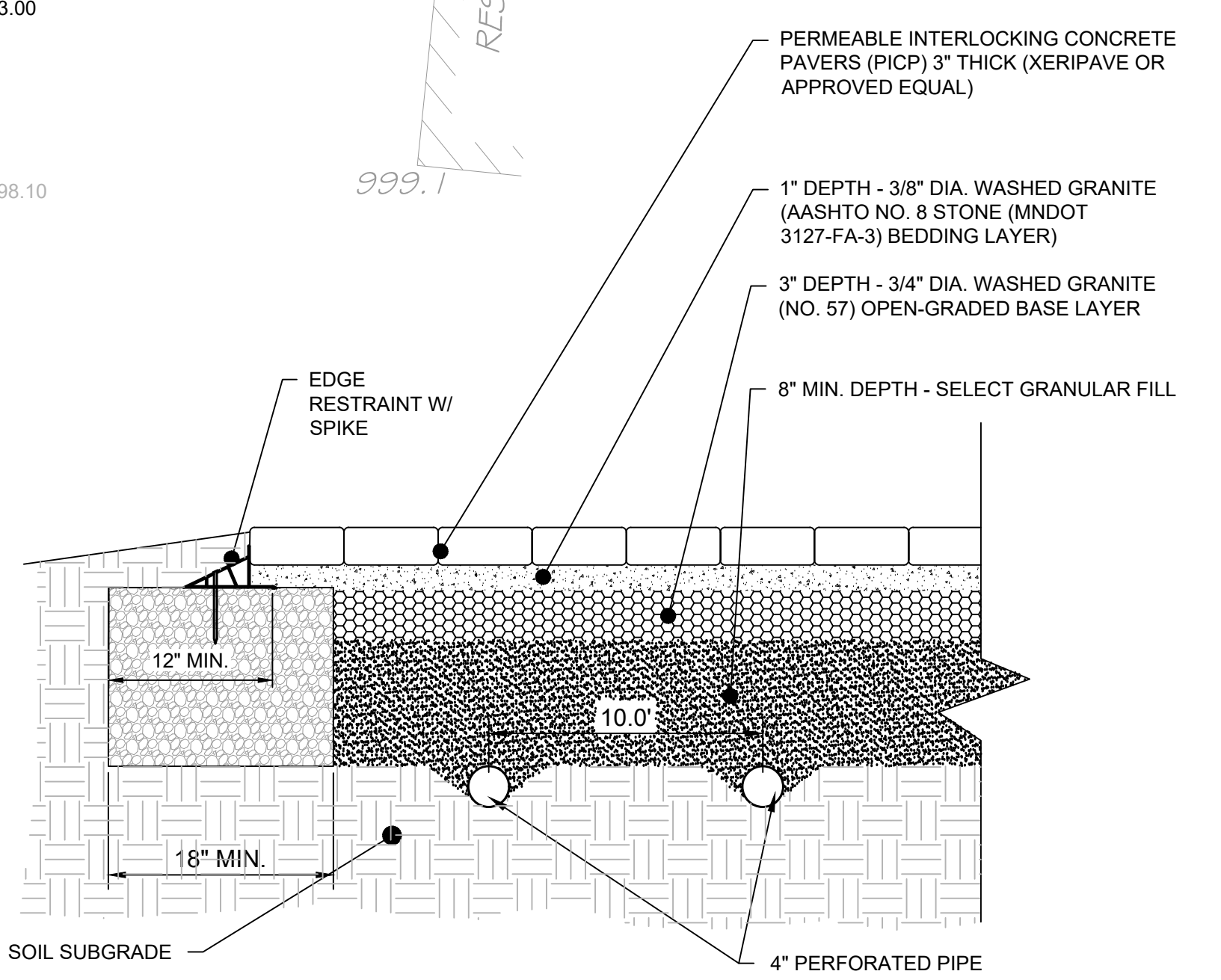
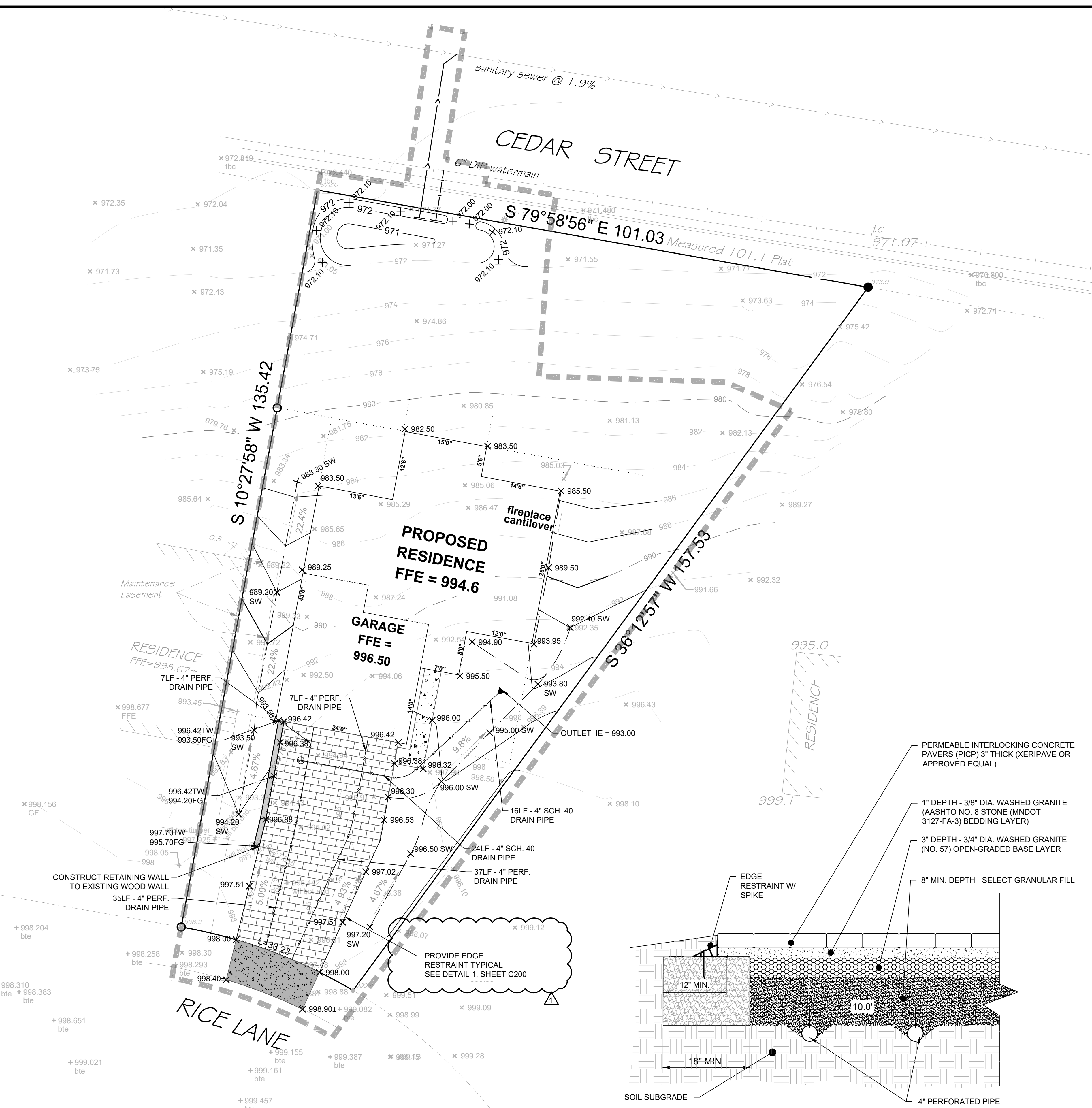
GRADING & DRAINAGE PLAN

SOLUTION BLUE PROJECT NO: 191104

HARTMAN RESIDENCE
LOT 3, HELLERS SUBDIVISION OF LOT 1
JOHN DRUCKER DESIGNS
2216 32ND AVENUE SOUTH MINNEAPOLIS, MN 55406

C200

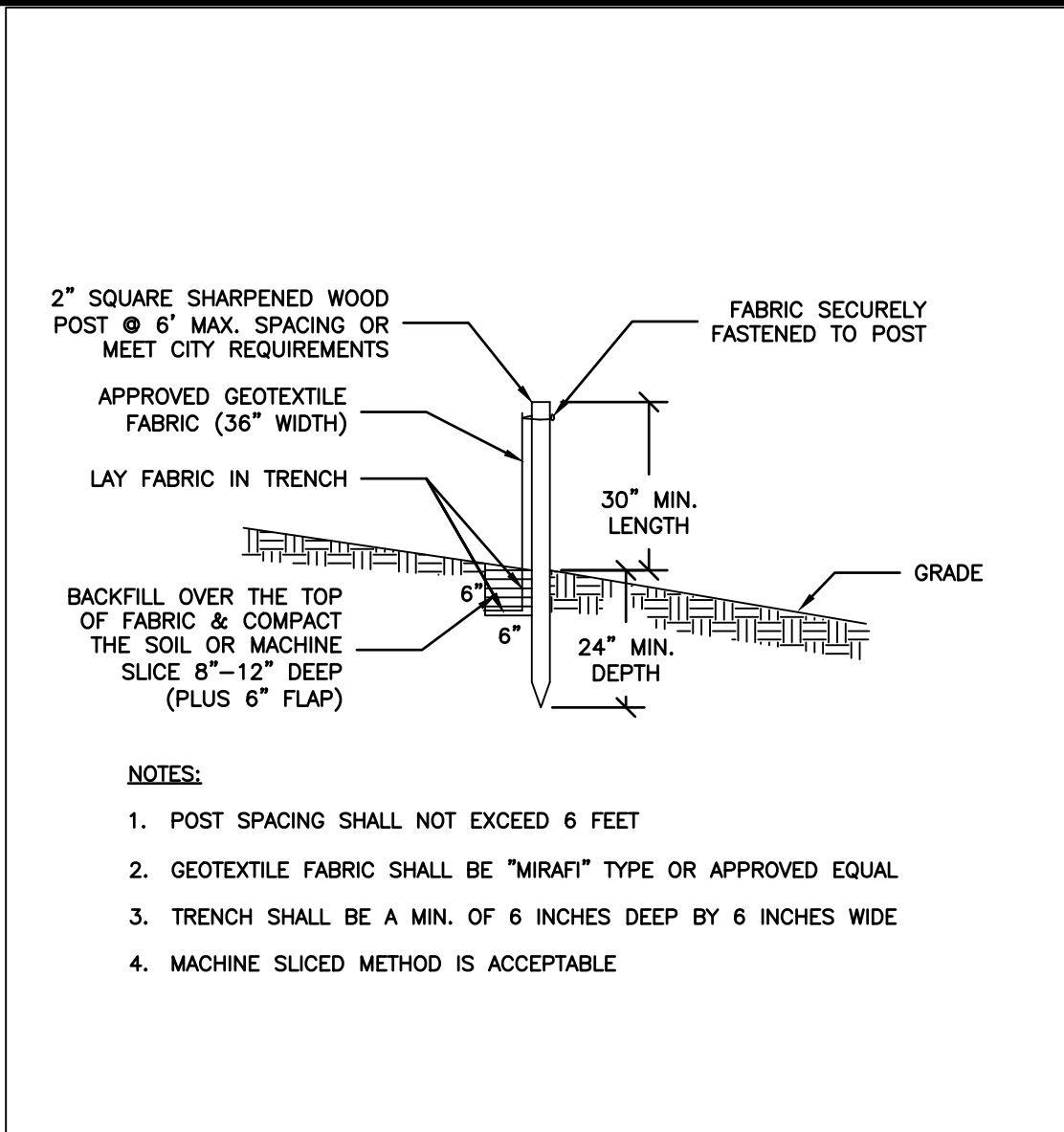
CADD USER: Matt Walsvik FILE: C:\USERS\MATT WALSVIK\PROJECTS\191104 - HARTMAN RESIDENCE JOHN DRUCKER DESIGN\WORKING FILES\CADD\DWG\PLAN SHEETS\C200 - GRAD.DWG PLOT SCALE: 1:1 PLOT DATE: 12/10/2019 11:32 AM



1 DRIVEWAY PERMEABLE PAVERS W/ UNDERDRAIN
(NOT TO SCALE)

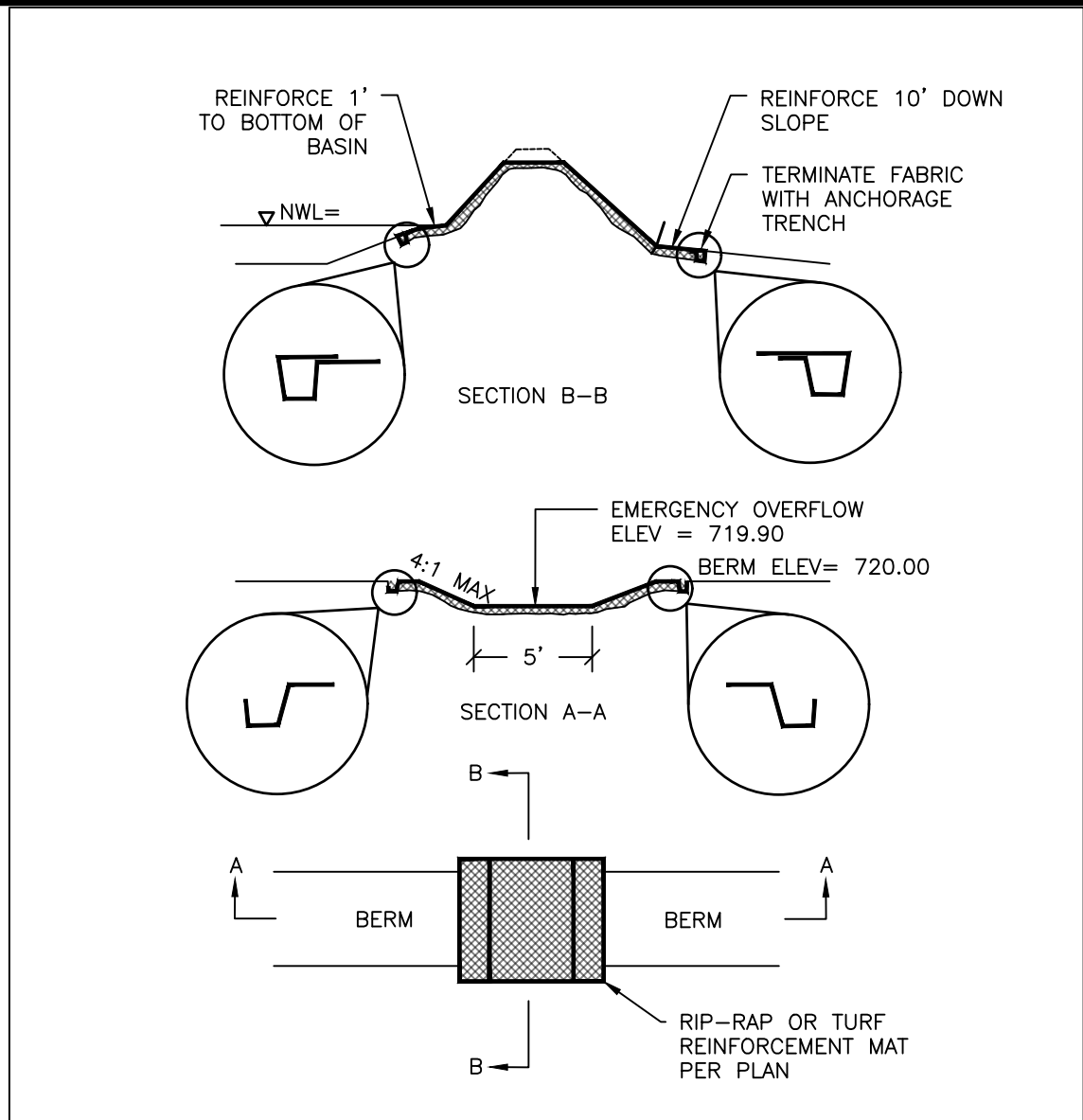
BENCHMARK (BM)
MNDOT STATION NAME: LAKELAND MNDT
ELEVATION: 863.594 (NGVD 88 DATUM)

HARTMAN RESIDENCE
LOT 3, HELLERS SUBDIVISION OF LOT 1
JOHN DRUCKER DESIGNS
2216 32ND AVENUE SOUTH MINNEAPOLIS, MN 55406

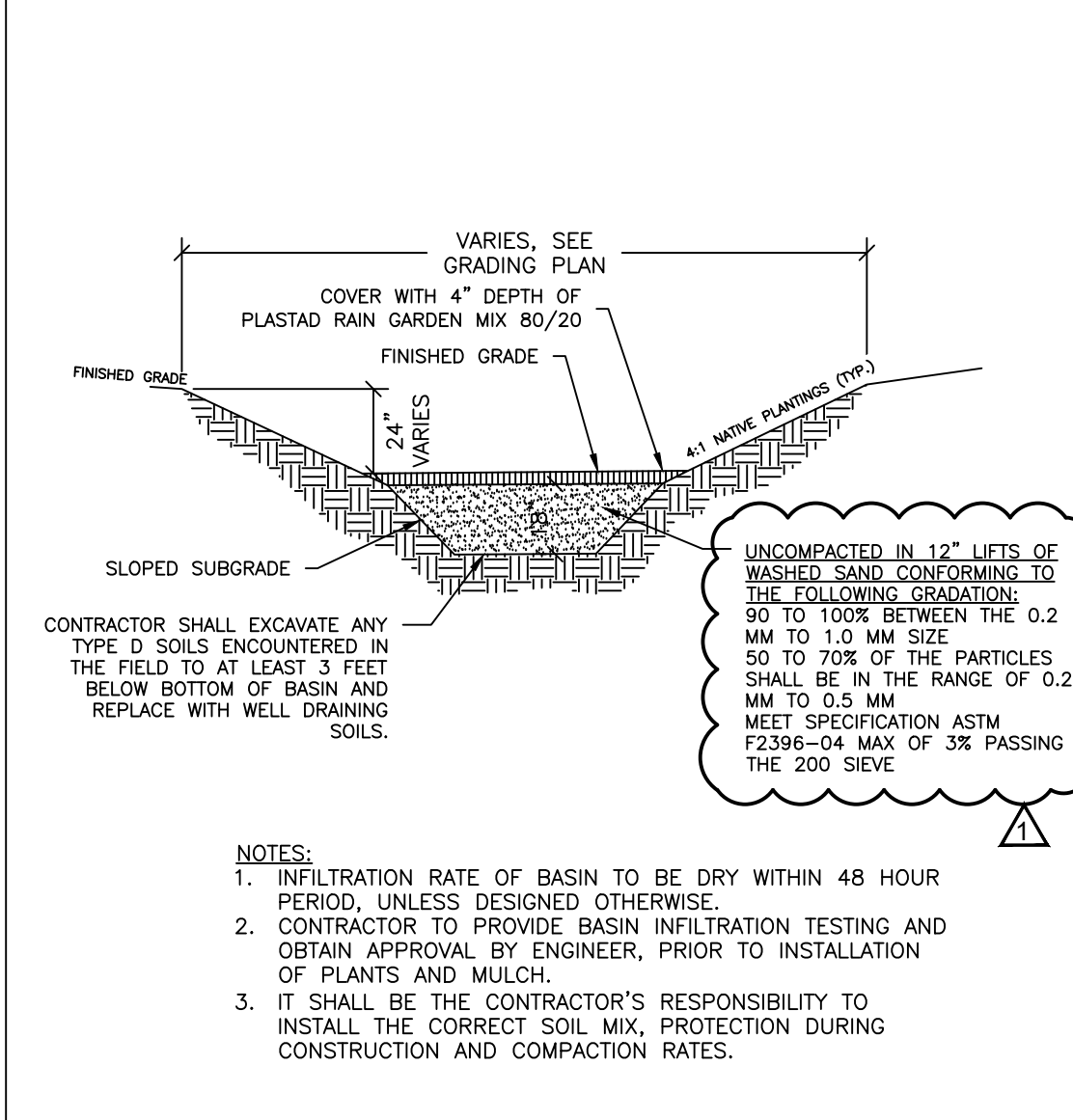


- NOTES:**
1. POST SPACING SHALL NOT EXCEED 6 FEET
 2. GEOTEXTILE FABRIC SHALL BE "MIRAFI" TYPE OR APPROVED EQUAL
 3. TRENCH SHALL BE A MIN. OF 6 INCHES DEEP BY 6 INCHES WIDE
 4. MACHINE SLICED METHOD IS ACCEPTABLE

EROS-02	EROSION CONTROL	REVISED 10/24/19 DRAWN BL SCALE NTS SOLUTION BLUE, INC.
	SILT FENCE - STANDARD MACHINE SLICED	



EROS-29	EROSION CONTROL	REVISED 10/28/19 DRAWN BL SCALE NTS SOLUTION BLUE, INC.
	EROSION CONTROL BLANKET AT BASIN EOF	

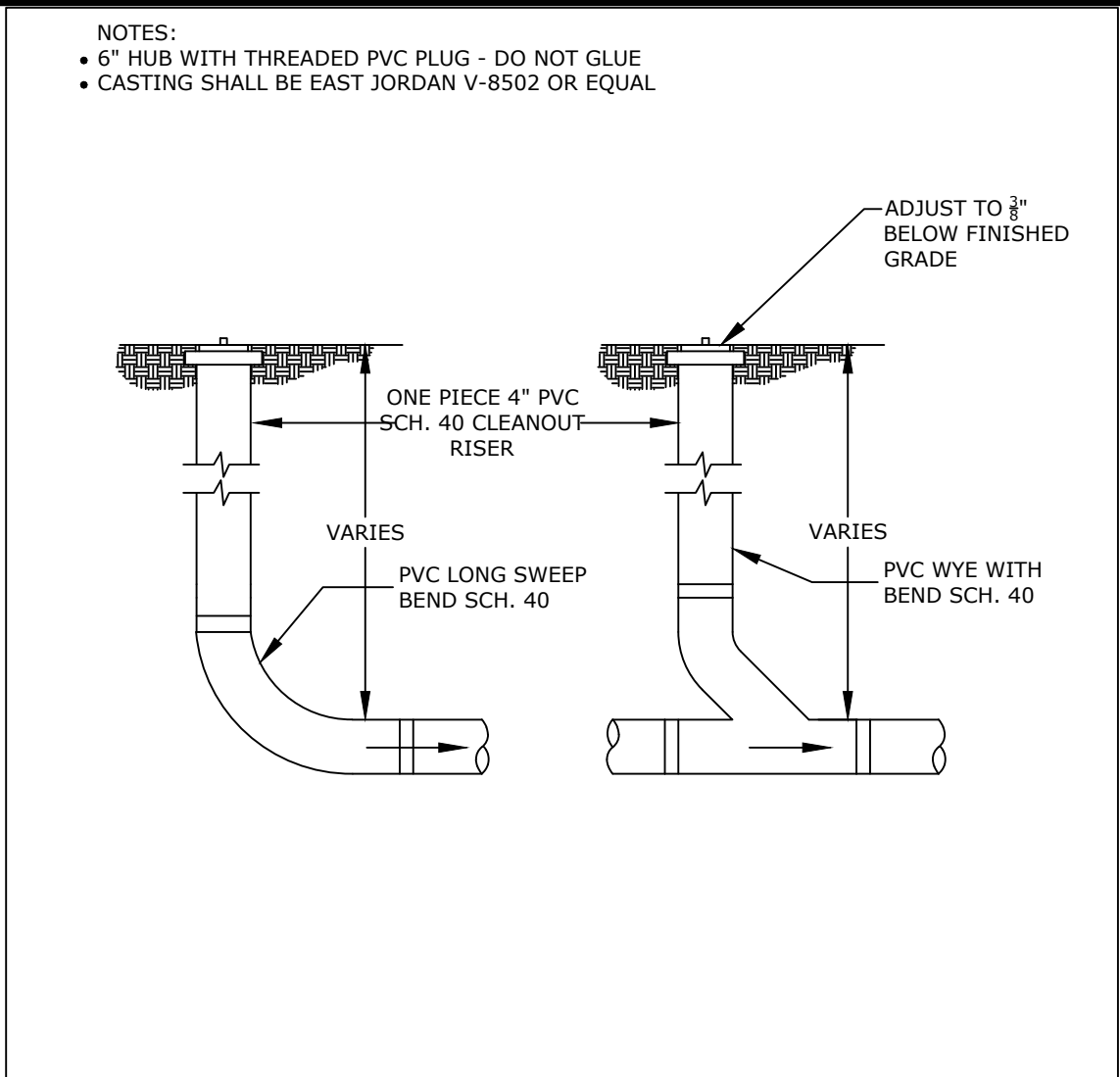


- NOTES:**
1. INFILTRATION RATE OF BASIN TO BE DRY WITHIN 48 HOUR PERIOD, UNLESS DESIGNED OTHERWISE.
 2. CONTRACTOR TO PROVIDE BASIN INFILTRATION TESTING AND OBTAIN APPROVAL BY ENGINEER, PRIOR TO INSTALLATION OF PLANTS AND MULCH.
 3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL THE CORRECT SOIL MIX, PROTECTION DURING CONSTRUCTION AND COMPACTION RATES.

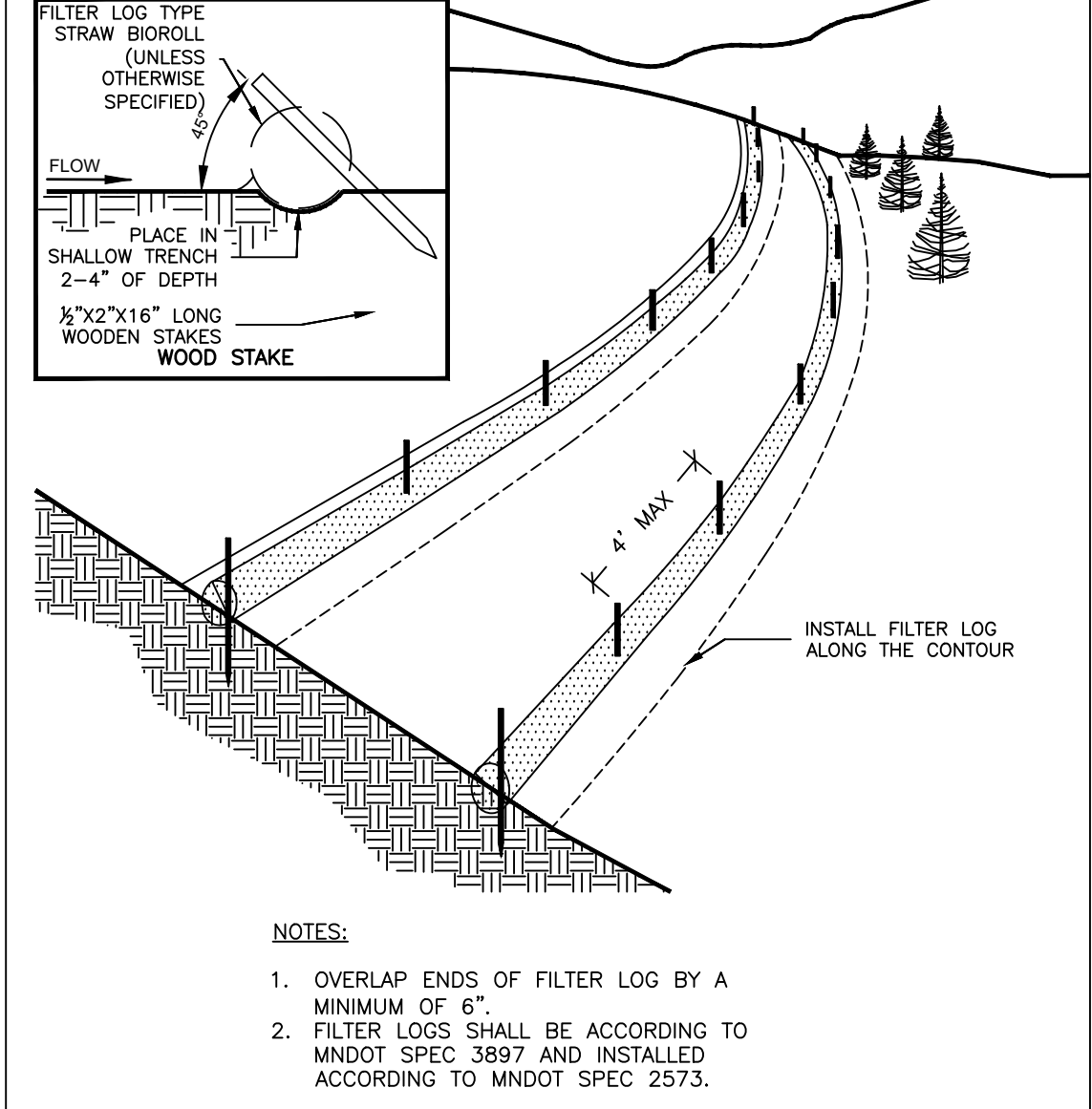
GRAD-01	GRADING	REVISED 10/28/19 DRAWN BL SCALE NTS SOLUTION BLUE, INC.
	INFILTRATION BASIN CROSS SECTION	

- INFILTRATION BASIN NOTES:**
1. THE BASIN SHALL BE CONSTRUCTED FROM OUTSIDE THE BASIN LIMITS. IF THIS IS NOT POSSIBLE FOR SOME AREAS, ONLY LOW GROUND PRESSURE EQUIPMENT SHALL BE ALLOWED TO COMPLETE THE WORK. RUBBER Tired EQUIPMENT IS STRICTLY PROHIBITED FROM WORKING WITHIN THE INFILTRATION BASINS.
 2. THE INFILTRATION BASIN SHALL BE OVER EXCAVATED TO ENSURE THE WATER INFILTRATES WITHIN 48 HOURS.
 3. IN ORDER TO MAXIMIZE THE INFILTRATION RATE OF THE SOILS, THE CONTRACTOR SHALL MAKE EVERY EFFORT POSSIBLE TO AVOID COMPACTION OF POND AND INFILTRATION BASIN SOILS.
 4. INFILTRATION AREA MAY ONLY BE EXCAVATED TO ITS BASE AFTER THE CONTRIBUTING WATERSHED IS STABLE. EXCAVATION SHALL BE COMPLETED WITH A BACKHOE TO MINIMIZE COMPACTION OF THE SOILS.
 5. ANY COMPACTION OF INFILTRATION BASIN SOILS MUST BE LOOSENED BY THE CONTRACTOR.
 6. THE FINISHED GRADE ELEVATIONS ON THE PLANS INDICATE THE FINISHED GRADE OF THE TOPSOIL OR PLANTING SOIL.
 7. GRADING TOLERANCE FOR SUB CUT:
VERTICAL +/- 0.2 FEET
HORIZONTAL +/- 1.0 FEET
 8. THE CONTRACTOR SHALL SURVEY THE BOTTOM ELEVATION OF THE RETENTION POND AND INFILTRATION BASINS UPON COMPLETION OF THE SUB CUT AND PROVIDE THE SURVEY INFORMATION TO THE ENGINEER. THE ENGINEER SHALL NOTIFY THE CONTRACTOR OF AREAS THAT DO NOT MEET THE TOLERANCES SPECIFIED.
 9. THE TYPES OF SOILS INSTALLED IN THE RETENTION POND AND INFILTRATION AREAS IS SHOWN ON THE INDIVIDUAL DRAWINGS AND DETAILS.
 10. GRADING TOLERANCES FOR THE FINISHED GRADE OF THE BASINS:
VERTICAL +/- 0.1 FEET
HORIZONTAL +/- 0.5 FEET
 11. THE CONTRACTOR SHALL CONTACT THE ENGINEER UPON FINAL PLACEMENT OF THE PLANTING SOIL/TOPSOIL SO THAT A SURVEY OF THE FINISHED GRADE CAN BE COMPLETED. THE ENGINEER SHALL NOTIFY THE CONTRACTOR OF AREAS THAT DO NOT MEET THE TOLERANCES SPECIFIED. THE CONTRACTOR SHALL CORRECT THE WORK ACCORDINGLY.

GRAD-02	GRADING	REVISED 10/28/19 DRAWN BL SCALE NTS SOLUTION BLUE, INC.
	INFILTRATION BASIN NOTES	

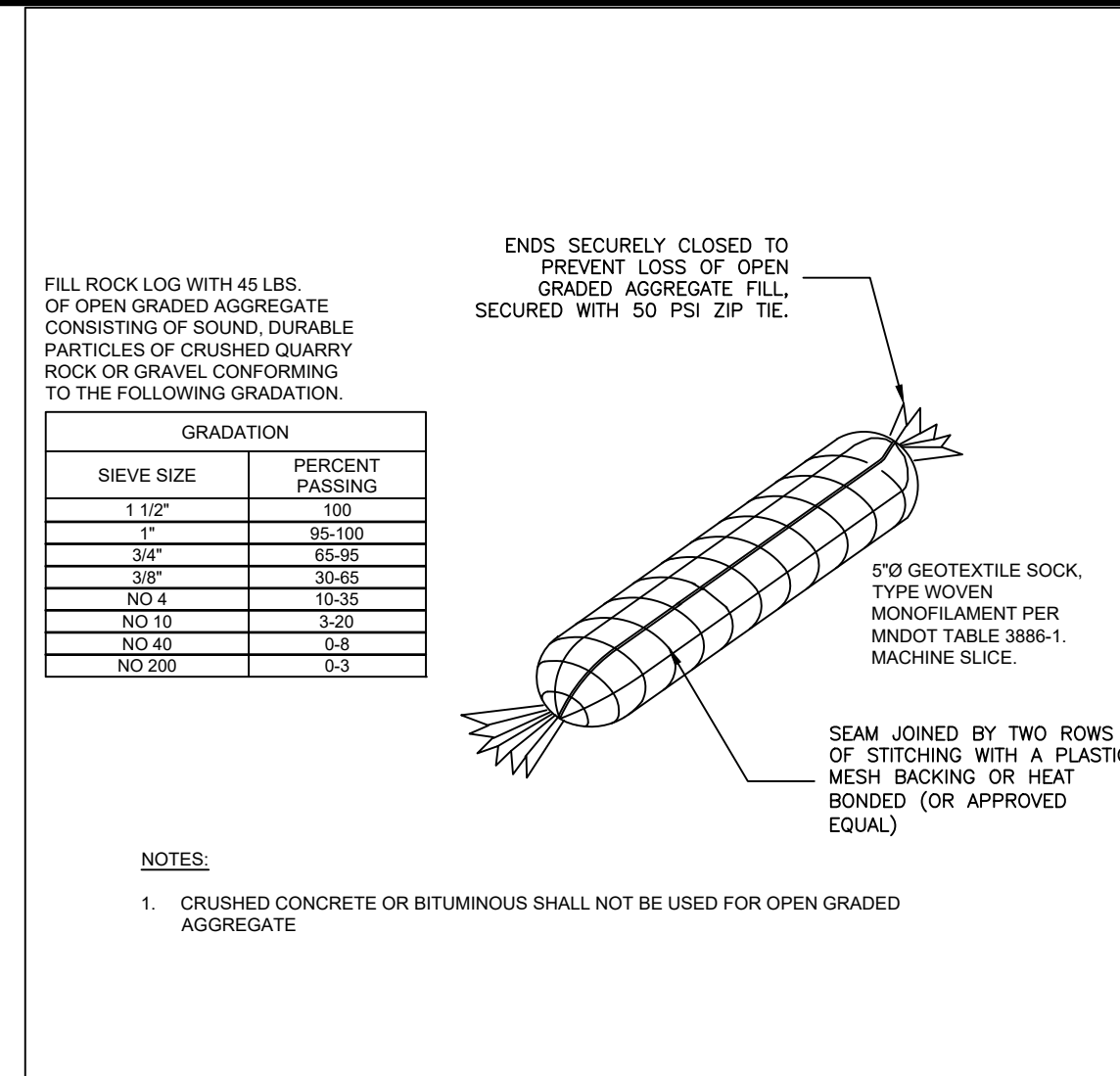


EROS-05	SANITARY SEWER	REVISED 01/03/07
	PVC SERVICE LINE CLEANOUT	SAN-04

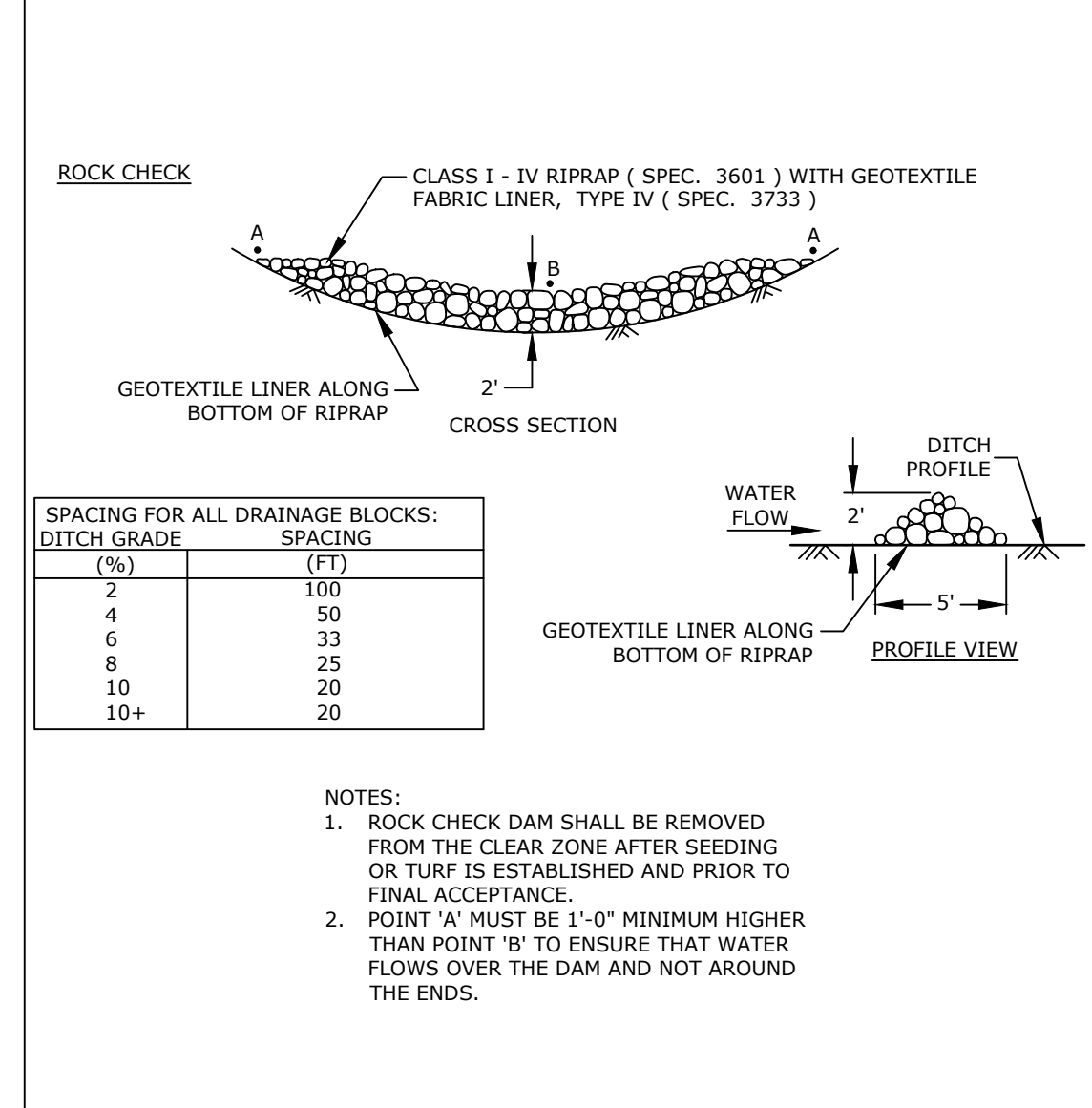


- NOTES:**
1. OVERLAP ENDS OF FILTER LOG BY A MINIMUM OF 6"
 2. FILTER LOGS SHALL BE ACCORDING TO MNDOT SPEC 3897 AND INSTALLED ACCORDING TO MNDOT SPEC 2573.

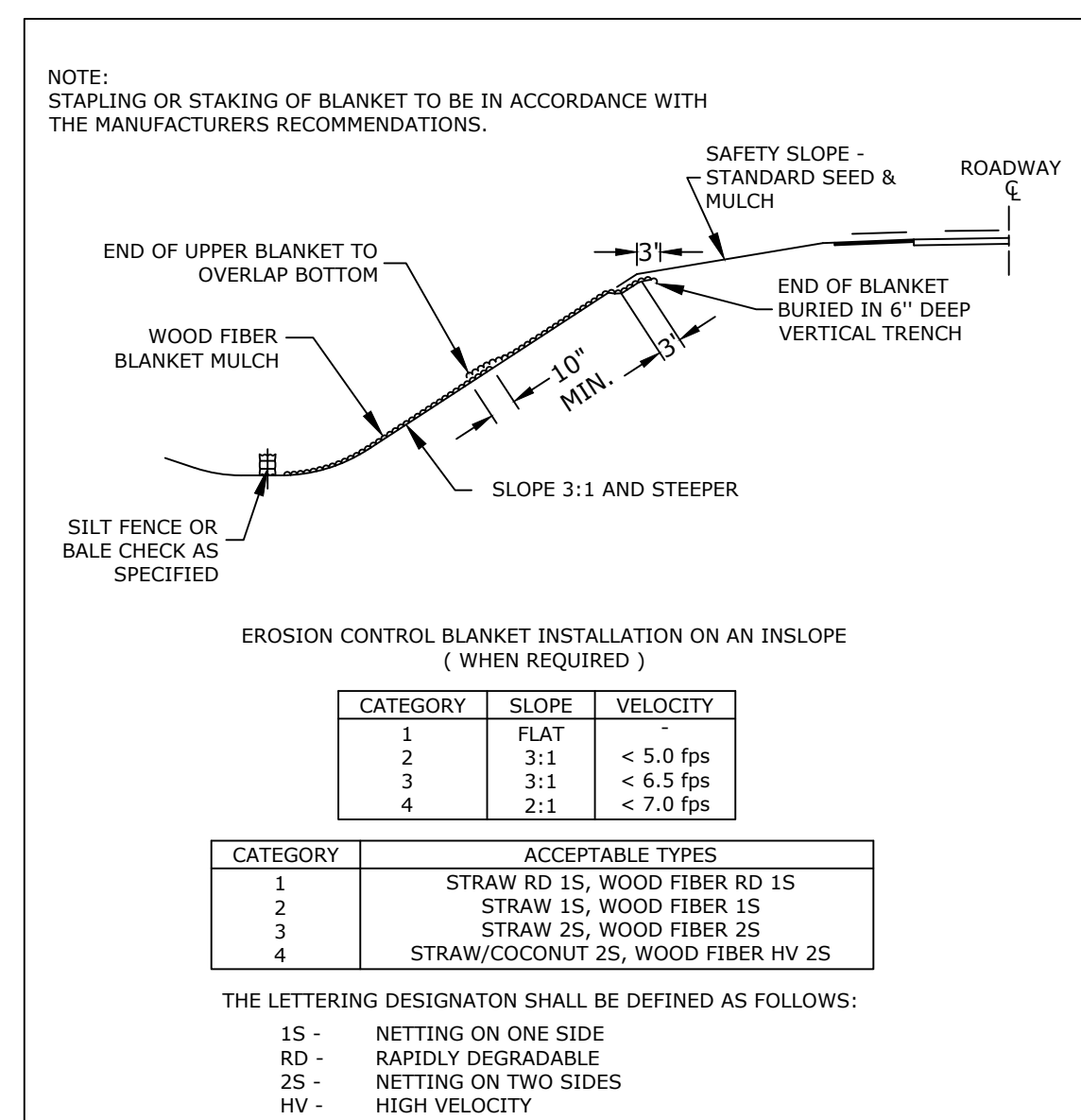
EROS-05	EROSION CONTROL	REVISED 10/25/19 DRAWN BL SCALE NTS SOLUTION BLUE, INC.
	PERIMETER PROTECTION - FILTER LOG	



EROS-10	EROSION CONTROL	REVISED 10/25/19 DRAWN BL SCALE NTS SOLUTION BLUE, INC.
	ROCK FILTER LOG	



EROS-13	EROSION CONTROL	REVISED 10/24/19 DRAWN BL SCALE NTS SOLUTION BLUE, INC.
	ROCK CHECK DAM	



EROS-07	EROSION CONTROL	REVISED 02/07/12 DRAWN SCALE NTS SOLUTION BLUE, INC.
	EROSION CONTROL BLANKET	

SUMMARY
DESIGNED: MDW DRAWN: MDW
REVIEWED: MDW
PHASE: 100% CD INITIAL ISSUE: 11/26/19

REVISION HISTORY		
#	DATE	DESCRIPTION
Δ	12/10/19	LGU COMMENTS

CERTIFICATION
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Matthew D. Walsvik
MATTHEW D. WALSVIK
DATE: 12/06/19 REG. NO. 46653

DETAILS
SOLUTION BLUE PROJECT NO: 191104
C210
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CERTIFICATE OF SURVEY



SCALE : 1" = 30'

PROPERTY DESCRIPTION

That part of LAKEWOOD PARK THIRD DIVISION or Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota, as to the following described property:

Commencing at the Southeast corner of said Government Lot 2; thence on an assumed bearing of North 1 degree 12 minutes 34 seconds West along the East line of said Government Lot, 91.16 feet to the southwesternly line of Block 2, LAKEWOOD PARK THIRD DIVISION; thence North 71 degrees 00 minutes 42 seconds West, along said southwesternly line, 374.49 feet to the angle point in said block; thence North 27 degrees 28 minutes 42 seconds West, along said southwesternly line, 180.00 feet to the actual point of beginning, which point is marked by a Judicial Landmark; thence continuing North 27 degrees 28 minutes 42 seconds West 80.00 feet to a point hereafter known as Point A, which point is marked by a Judicial Landmark; thence North 33 degrees 55 minutes 37 seconds West 35.01 feet to a point, which point is marked by a Judicial Landmark; thence North 72 degrees 17 minutes 33 seconds East 128.72 feet to a point, which point is marked by a Judicial Landmark; thence North 78 degrees 04 minutes 34 seconds East to its intersection with a line bearing North 62 degrees 45 minutes 49 seconds East from said Point A, which point of intersection is marked by a Judicial Landmark; thence South 19 degrees 50 minutes 17 seconds East to its intersection with a line bearing North 52 degrees 19 minutes 59 seconds East from the actual point of beginning, which point of intersection is marked by a Judicial Landmark; thence South 52 degrees 19 minutes 59 seconds West to the actual point of beginning.

All said Judicial Landmarks are set pursuant to Torrens Case No. 763. Subject to easements of record, if any.

The above described property being Lot 1, Block 2, LAKEWOOD PARK THIRD DIVISION, according to the recorded plat thereof, together with other property adjoining, which other property being excess property arising out of survey errors occurring in the original plat.

Together with accretions and relictions thereto.

PROBE ENGINEERING, INC.
80 COMPANY, INC.
1000 EAST 146th ST., STE. 240, BURNSVILLE, MN 55337 PH (652)432-3000

CONSULTING ENGINEERS,
PLANNERS and LAND SURVEYORS

I hereby certify that this is a true and correct representation of a tract as shown and described hereon. As prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Russell P. Damlo

RUSSELL P. DAMLO Minn. Reg. No. 19086

8-12-2019

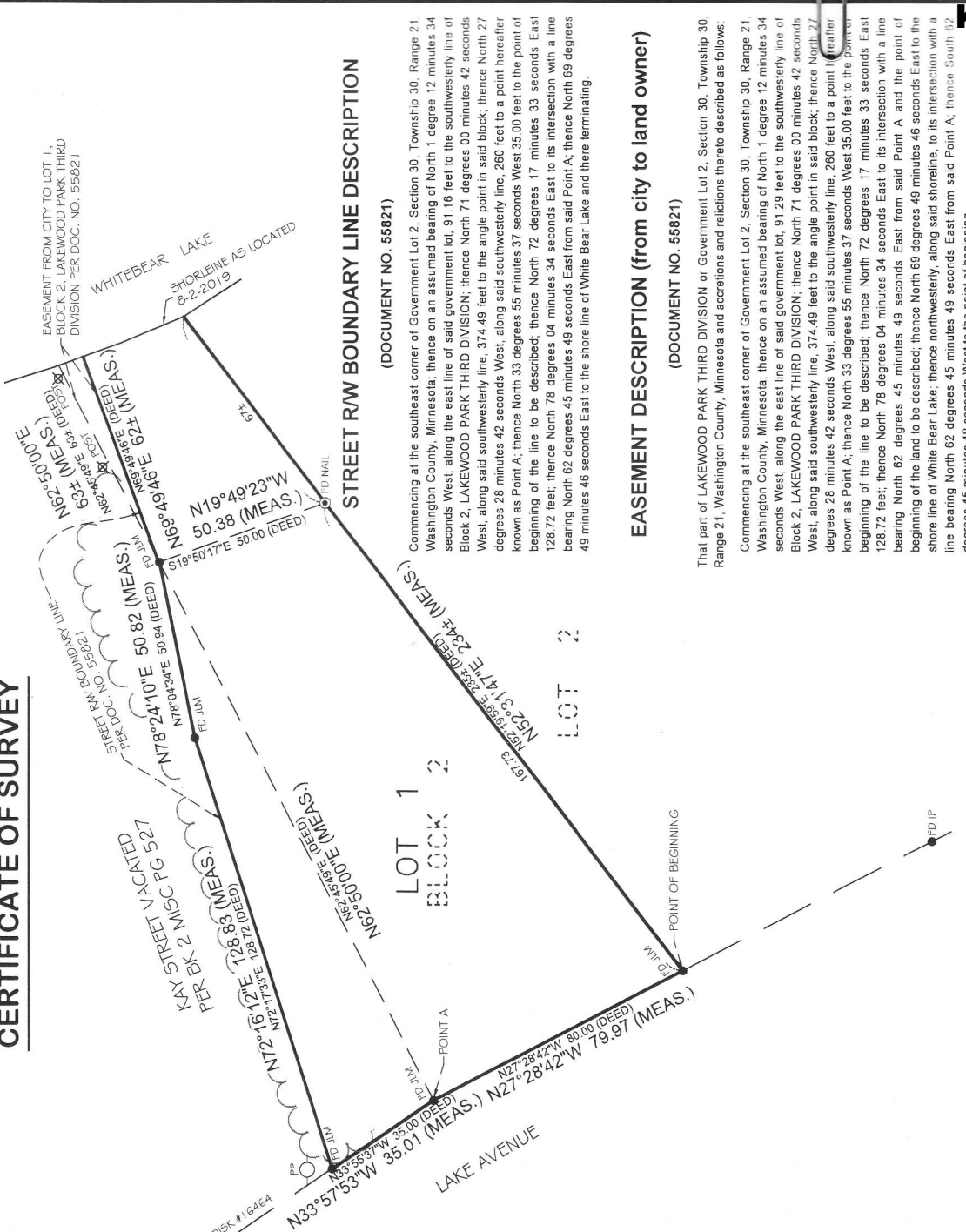
Date

PREPARED FOR:

MATT DUFFY
7760 FRANCE AVE. SO. STE 700
MINNEAPOLIS, MN 55435

PROJECT NO. 16927-00B

ADDRESS:
505 LAKE AVENUE,
WHITEBEAR LAKE, MN



STREET R/W BOUNDARY LINE DESCRIPTION

(DOCUMENT NO. 55821)

Commencing at the southeast corner of Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota; thence on an assumed bearing of North 1 degree 12 minutes 34 seconds West, along the east line of said Government Lot, 91.16 feet to the southwesternly line of Block 2, LAKEWOOD PARK THIRD DIVISION; thence North 71 degrees 00 minutes 42 seconds West, along said southwesternly line, 374.49 feet to the angle point in said block; thence North 27 degrees 28 minutes 42 seconds West, along said southwesternly line, 180.00 feet to a point hereafter known as Point A; thence North 33 degrees 55 minutes 37 seconds West 35.00 feet to the point of beginning of the line to be described; thence North 72 degrees 17 minutes 33 seconds East 128.72 feet; thence North 78 degrees 04 minutes 34 seconds East to its intersection with a line bearing North 62 degrees 45 minutes 49 seconds East from said Point A; thence North 69 degrees 49 minutes 46 seconds East to the shore line of White Bear Lake and there terminating.

EASEMENT DESCRIPTION (from city to land owner)

(DOCUMENT NO. 55821)

That part of LAKEWOOD PARK THIRD DIVISION or Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota and accretions and relictions thereto described as follows:

Commencing at the southeast corner of Government Lot 2, Section 30, Township 30, Range 21, Washington County, Minnesota; thence on an assumed bearing of North 1 degree 12 minutes 34 seconds West, along the east line of said Government Lot, 91.16 feet to the southwesternly line of Block 2, LAKEWOOD PARK THIRD DIVISION; thence North 71 degrees 00 minutes 42 seconds West, along said southwesternly line, 374.49 feet to the angle point in said block; thence North 27 degrees 28 minutes 42 seconds West, along said southwesternly line, 180.00 feet to a point hereafter known as Point A; thence North 33 degrees 55 minutes 37 seconds West 35.00 feet to the point of beginning of the line to be described; thence North 72 degrees 17 minutes 33 seconds East 128.72 feet; thence North 78 degrees 04 minutes 34 seconds East to its intersection with a line bearing North 62 degrees 45 minutes 49 seconds East from said Point A; thence North 69 degrees 49 minutes 46 seconds East to the shore line of White Bear Lake, thence northwesterly, along said shoreline, to its intersection with a line bearing North 62 degrees 45 minutes 49 seconds East from said Point A; thence South 62 degrees 45 minutes 49 seconds West to the point of beginning.