City Council Meeting

Monday, February 3, 2025 6:00 PM

Agenda

Pledge of Allegiance

1 Approve or Amend Agenda

2 Sheriff's Report

3 Consent Agenda
Those items on the Council Agenda which are considered routine or noncontroversial are included as part of the Consent Agenda. Unless a Councilmember specifically requests that an item on the Consent Agenda be removed and considered separately, items on the Consent Agenda are considered under one motion, second and vote. Any item removed from the consent agenda shall be placed at the end of General Business.

3.1 Approve the Minutes of the January 21st, 2025 City Council Meeting.

3.2 Approve Payment of Claims (Bills) and Transfer Requests as Presented.

4 Open Forum
The public forum is intended to afford the public an opportunity to address concerns to the Council. The public forum will be no longer than 30 minutes in length and each presenter will have no more than five (5) minutes to speak. Topics of discussion are restricted to local governmental topics rather than private or political agendas. The Council may discuss but will not take formal action on public forum presentations.

5 Presentation(s)

6 Public Hearing(s)

7 General Business

7.1 Consider Resolution 2025-08 Approving Minor Subdivision at 21480 Texas Ave.

7.2 Consider Variance - 7998 Cress View Front Yard Variance -Resolution 2025-09

7.3 Consider - Temporary Position - Interim City Administrator and Related Agreement.

7.4 City Administrator Recruitment

7.5 Consider Setting Date - Board of Review & Equalization

7.6 Discuss the ordering preparation of plans and specifications for 2025 Micro-Surfacing Project.

7.7 Discuss the County Road 27 Bypass Lane Improvements

7.8 Consider Finance Departmental Policy - Account Adjustments and Write-Offs

8 Staff and Council Member Reports

9 Adjourn

AGENDA ITEM NO. 3.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	February 3, 2025
SUBMITTED BY:	Amy Jones,Clerk
ITEM TYPE:	Minutes
AGENDA SECTION:	Consent Agenda
SUBJECT:	Approve the Minutes of the January 21st, 2025 City Council Meeting.
SUGGESTED ACTION:	Approve the Minutes of the January 21st, 2025, City Council Meeting.

ATTACHMENTS:

01.21.25 City Council Meeting Draft Minutes - For Review & Approval.pdf

City Council Meeting

Tuesday, January 21, 2025 6:00 PM

Minutes

The Mayor called the meeting to order at 6:00 pm.

Present: Mayor Chris Kostik; Councilmembers Bill Markert, Jay Saterbak, Leroy Schommer and Abe Zanto
Absent: None
Also Present: Interim City Administrator Eric Johnson, City Finance Director Lucas Chase, City Clerk Amy Jones, City Attorney Peter Mikhail (virtual), City Planner Claire Stickler

Pledge of Allegiance

Mayor Kostik introduced the new City Finance Director, Lucas Chase, who began work for the City on 1/15/25.

1 **Approve or Amend Agenda**

Mayor Kostik requested that the agenda be amended to remove items 7.1 and 7.2 of General Business and the Sheriff's report.

Motion to approve the Agenda as amended, by Councilmember Schommer
Second: Councilmember Saterbak
Motion passes 5-0.

2 Sheriff's Report

There was none. Item removed by Agenda amendment.

3 **Consent Agenda**

Those items on the Council Agenda which are considered routine or noncontroversial are included as part of the Consent Agenda. Unless a Councilmember specifically requests that an item on the Consent Agenda be removed and considered separately, items on the Consent Agenda are considered under one motion, second and vote. Any item removed from the consent agenda shall be placed at the end of General Business.

3.1 Approve the Minutes of the January 6th, 2025 City Council Meeting.

3.2 Approve Payment of Claims (Bills) and Transfer Requests as Presented.

3.3 Approve Resolution 2025-05 Approving Minor Subdivision at 21506 Texas Ave.

Motion to approve the Consent Agenda, by Councilmember Zanto
Second: Councilmember Saterbak
Motion passes 5-0.

4 **Open Forum**

The public forum is intended to afford the public an opportunity to address concerns to the Council. The public forum will be no longer than 30 minutes in length and each presenter will have no more than five (5) minutes to speak. Topics of discussion are restricted to local governmental topics rather than private or political agendas. The Council may discuss but will not take formal action on public forum presentations.

There were none.

5 **Presentation(s)**

There were none.

6 **Public Hearing(s)**

6.1 Hold Public Hearing - 2025 City Fee Schedule - Ord 2025-01

The Mayor convened the public hearing at 6:04 pm.

City Clerk Jones presented the City Fee Schedule ordinance, which remained the same as the 2024 Fee Schedule with the exception of the Park Dedication fees, which increased to $2500 per housing unit for Residential and $1500 per gross acre of land for Commercial/Industrial.

There were no public comments.

Motion to close the public hearing, by Councilmember Markert
Second: Councilmember Zanto
Motion passes 5-0.

Public hearing closed at 6:05 pm.

7 **General Business**

7.1 Consider Text Amendment to City Ord. 7-2-1 Relating to Bed and Breakfast at 6465 170th St E.

Item removed by Agenda amendment.

7.2 Consider Conditional Use Permit Request - Bed and Breakfast at 6465 170th St E.

Item removed by Agenda amendment.

7.3 Consider Ordinance 2025-01 Setting Certain Fees for 2025 and Resolution 2025-03 Summary for Publication

There were no questions about the 2025 fee schedule as presented in the public hearing portion of the meeting. Council discussed the possibility of studying the fees, how they compare to other cities, and making sure they cover our costs before creating next year’s fee schedule.

Motion to approve Ordinance 2025-01 Setting Certain Fees for 2025 and Resolution 2025-03 Summary for Publication, by Councilmember Schommer
Second: Councilmember Markert
Motion passes 5-0.

7.4 Consider Ordinances Administrative Fines 2025-02 and Fine Schedule 2025-03 and Resolution 2025-04 Summary of Publication

Interim City Administrator Johnson and City Attorney Mikhail presented the two Ordinances to Council along with a resolution to summarize Ordinance 2025-02 for publication (Ordinance 2025-03 is short enough to publish as is). The Planning Commission had held a public hearing on both Ordinances on 1/16/25 and had recommended both for adoption. City Attorney Mikhail responded to a question from Councilmember Markert that the penalties cannot apply retroactively to complaints existing at the time of adoption. Staff also explained the three-step process as outlined plus some of the standard language in the ordinances and how it can be used as a code enforcement tool in response to a question from Councilmember Zanto.

Motion to approve Ordinances 2025-02 Administrative Fines and 2025-03 Fine Schedule, and Resolution 2025-04 Summary for Publication, by Councilmember Markert
Second: Councilmember Schommer
Motion passes 4-1, Councilmember Zanto dissenting

7.5 City Administrator Recruitment

Liza Donabauer from DDA was unable to attend the Council meeting, but Interim City Administrator Johnson advised Council that the interview schedule for the City Administrator position has been finalized. He also shared a handout to post on the website to collect resident questions for the candidates. Council briefly reviewed the timeframe and discussed logistics. The schedule had been revised from the original due to one of the candidates accepting a different position and declining their interview. Councilmember Zanto brought up the possibility of offering an interview to another candidate not initially scheduled so there would still be four interviewees to choose from. Council discussed options and was comfortable that if the candidate was in the area that it would offer an interview.

7.6 Discuss Government Center Citizen's Advisory Committee - Concepts of Site Evaluations

Councilmember Zanto recapped the recent meeting of the Government Center CAC. Since land was not specifically in the scope of the bylaws, the Committee wanted Council to discuss whether it should be added to the scope to allow them to research it, or whether it was already permitted under the current language. A memo from the Committee Chair was provided with a recommended amendment

to the language in the bylaws that would allow Committee research into potential lots.

Motion to Approve the Amendment to the Government Center CAC Bylaws, by Councilmember Zanto
Second: Councilmember Saterbak
Motion passes 5-0

7.7 Consider Proposals Relating to Study - Amending UER 1 per 40

At their 10/21/24 meeting, Council had moved to request cost estimates from Hakanson Anderson (engineering consultant), MSA (planning consultant) and Ehlers (financial consultant) for a study to evaluate impacts of a potential zoning change from 1:40 to 4:40 in UER areas. The proposed total between the three firms was presented to Council as $21,500. Council discussed timeframe that would be covered by study, whether costs of infrastructure would be recoverable and paid for by those benefited rather than whole city, and whether we know enough about future developments to justify spending on study at this point. City Planner Stickler mentioned that she has meeting with Met Council and there might be changes in density that should be included after that if study goes forward. Councilmembers also mentioned the need for more information and current limited staff time. Proposals may be brought back before Council later in the year. No vote or action taken at this time.

8 **Staff and Council Member Reports**

Interim City Administrator Johnson: Local Board of Appeal and Equalization hearing coming up in the spring. Councilmembers Markert and Saterbak are trained to conduct the hearing. If the City wants to transfer those duties to the County, they would need to complete that process by the previous 12/1. 2/3/25 Council meeting was also discussed since there will be an all-day meeting to interview for new City Administrator on 1/28/25; meeting will proceed as planned.

Councilmember Schommer: residents are experiencing more dust than usual on gravel roads due to lack of snow.

Councilmember Saterbak: SCALE meeting featured panel on cannabis businesses. The State is still behind on regulations. City encouraged to think about how to legislate events.

Councilmember Markert: also attended SCALE meeting and will be sending some information to the City Attorney and Planner regarding cultivation and ag zoning. There is a City Mission/Vision CAC meeting scheduled for 1/22/25 and the survey results are in.

9 Adjourn

Motion to adjourn, by Councilmember Zanto
Second: Councilmember Schommer
Motion passes 5-0

Meeting adjourned at 7:18 pm.

AGENDA ITEM NO. 3.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	February 3, 2025
SUBMITTED BY:	City Admin,Administrator
ITEM TYPE:	Agenda Report
AGENDA SECTION:	Consent Agenda
SUBJECT:	Approve Payment of Claims (Bills) and Transfer Requests as Presented.
SUGGESTED ACTION:	Approve Claims for Payments and Transfer Requests - See Attached from Donna Majeske

ATTACHMENTS:

Check Summary Council Meeting Feb 3, 2025.pdf

CITY OF CREDIT RIVER

*Check Summary Register©

Batch: 013025PAY

	Name	Check Date	Check Amt	
10100	**Anchor Bank**			
12552	ABDO FINANCIAL SOLUTIONS	1/30/2025	$460.00	Preparation of U.S. information returns Form 1
12553	AMAZON CAPITAL SERVICES	1/30/2025	$502.07	Office fixtures
12554	BANYON DATA SYSTEMS	1/30/2025	$1,035.00	Banyon payroll support and dir deposit support
12555	CHORES AND MORE BY HEIDI IN	1/30/2025	$125.00	City Hall cleaning January 2025
12556	CITY OF LAKEVILLE	1/30/2025	$4,977.85	Dec 2024 Judicial Road snow plowing and de-i
12557	CUSTOM POOLS, INC.	1/30/2025	$1,275.00	NPDES escrow refund - 7964 207th St E. - B24
12558	DAKOTA ELECTRIC ASSOCIATIO	1/30/2025	$109.39	Intersection lighting - Natchez Ave
12559	GALLAGHERS	1/30/2025	$19,560.00	Fix curb and catch basin Amber Dr.
12560	JASON & ASHLEY CASTLE	1/30/2025	$1,358.00	NPDES escrow refund - 21236 Crescent Curve
12561	METRO WEST INSPECTION SER	1/30/2025	$2,566.72	Finalized permits January 2025
12562	NATURAL SYSTEMS UTILITIES M	1/30/2025	$8,612.70	Monitoring
12563	SCOTT COUNTY TREASURER	1/30/2025	$5,007.81	2024 joint prosecution cost share - law enforce
		Total Checks	$45,589.54	

AGENDA ITEM NO. 7.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 3, 2025

SUBMITTED BY: City Admin,Administrator

ITEM TYPE: Resolution

AGENDA SECTION: General Business

SUBJECT: Consider Resolution 2025-08 Approving Minor Subdivision at 21480 Texas Ave.

BACKGROUND:

Please see the attached

1. Staff Report from Planner Claire Stickler - MSA dated 1/29/25
2. Proposed Council Resolution 2025-08

SUGGESTED ACTION: Approve Resolution as Presented

ALTERNATIVES: Possible Alternatives:

1. The City Council could table the action and request additional information.

2. The City Council could approve the application subject to a final slate of conditions it believed necessary.

ATTACHMENTS:

21480 Texas Ave Minor Sub CC Packet.pdf
21480 Texas Ave Resolution 2025-08.pdf

MEMO

To: City of Credit River City Council
CC: Eric Johnson, City Administrator
From: Claire Stickler and Matt Holzworth, Planners
Date: January 29th, 2025
Re: Minor Subdivision Application for PID 049310031



PID - 049310031
Zoning District – Rural Residential (RR)

Summary

The applicant has submitted an application for a Minor Subdivision at 049310031, located along Texas Ave. This proposal would create two lots measuring 3.46 acres (Lot 1 Block 1) and 44.87 acres (Outlot A). Outlot A is positioned for future development. Access to all lots would be from existing roads and no new road infrastructure is needed. The property currently contains a home and detached accessory structures, which will be located on Lot 1 Block 1 following the proposed subdivision. The lot meets subdivision standards for buildable area of at least 20,000 square feet.

Site Summary (Net Area: 7.7 Acres)					
	Proposed Lot Size	Minimum Lot Size	Proposed Width (MIN 300 feet)	Proposed Depth (MIN 300 feet)	Frontage (MIN 100 feet)
Lot 1 Block 1 (Access off Texas Ave with Existing Driveway)	3.46 Acres	2.5 Acres	400 + Feet	500 + Feet	~538 Feet
Outlot A (No Access at this time)	44.87 Acres	2.5 Acres	400+ Feet	500 + Feet	~486 Feet

Infrastructure
The existing homes is served by individual sewage treatment systems and wells. Scott County provided a letter of their review, indicating that the proposed lots appear to have at least 10,000 square feet of suitable soil for individual sewage treatment systems. The existing home is required to do some upgrades to their existing system within the next five years.

There is no road construction required for this subdivision.

Access
The existing parcel is accessible by it's existing driveway by Texas Ave. As there are no homesites at this time as the legal description for the second lot is Outlot, no access was proposed.

Lot Layout
Both proposed lots comply with the minimum lot size requirements and frontage requirement for the RR District (see Site Summary table above). The lot division will not cause existing structures to become non-conforming.

Proposed Land Use
The proposed use for each of the two resulting parcels is single-family residential. The property is currently zoned RR (Rural Residential). Single-family residential is an allowed use in the Rural Residential zoning district if it meets the lot size and density requirements.

Significant Topographical and Physical Features
The property does appear to have some topographical or physical features. Wetlands were found on the property during the surveying process.

Parkland Dedication
A parkland dedication fee will be determined and be provided to the City.

Findings
The following is a set of recommended findings. The City Council may revise the findings as desired.

1. The proposed subdivision creates 1 new parcel.
2. The parcel is zoned Rural Residential; the adjacent land is also zoned Rural Residential.
3. This area is guided for Rural Residential in Credit River's 2040 Comprehensive Plan.
4. This minor subdivision is consistent with the 2040 Comprehensive Plan
5. After the subdivision, the resulting parcels will comply with the 2.5-acre minimum lot size within the Rural Residential zoning district.
6. Both proposed lots appear to be suitable for individual sewage treatment systems.
7. Both parcels will have frontage on existed paved improved streets.
8. No new roads are being proposed as part of this minor subdivision.
9. The City provides no assurance or guaranty that the proposed subdivision meets all County requirements.

Recommendation
Staff is recommending that Credit River City Council:

- **APPROVE** the Minor Subdivision for PID 049310031 to create 1 new lot subject to;
    - Any necessary approvals from Scott County shall be the Applicant's sole responsibility to secure and the Applicant shall implement any County requirements at its sole expense.

- If not previously paid, the Applicant shall pay to the City the required park dedication fee – estimated as one (1) additional residential lot.

Additional Alternatives

- The City Council could deny the Minor Subdivision request and change the findings of fact; or
- The City Council could table the application and request additional information.

Attachments

1. Project Narrative and Application
2. Certificate of Survey

CITY OF CREDIT RIVER - Development Application

Type of Request(s): SELECT ALL THAT APPLY

- ☐ Zoning District Amendment
- ☐ Conditional Use Permit
- ☐ Variance: Single Family Residential
- ☐ Variance: Other Residential/Commercial /Industrial
- ☐ Subdivision: Major
- ☒ Subdivision: Minor
- ☐ Comprehensive Plan Amendment
- ☐ Home Occupation
- ☐ Preliminary Plat
- ☐ Final Plat
- ☐ Site Plan/Design Guidelines Review
- ☐ PUD Amendment
- ☐ PUD Concept Plan Approval
- ☐ PUD General Plan Approval
- ☐ Street Vacation
- ☐ City Financial Assistance
- ☐ Other; _____

See Fee Schedule Enclosed:

Base Fee: $ 200.00 **Escrow Amount:** $ 500.00

FEES MUST BE PAID IN FULL PRIOR TO ANY APPLICATION REVIEW BEING COMMENCED

Street Location (Address) of Property: 21480 TEXAS AVENUE PRIOR LAKE, MN 55372

This Property Is ☐ **Abstract** ☐ **Torrens** (Certificate #) _____

Property Identification Number (PIN): 094913C0031

SITE OWNER INFORMATION:

Name/ FIRM: Scott Muenchow
Address: 12850 Greenwood Trail

City: Minnetonka State: MN Zip: 55343

Email: Scottmuenchow@comcast.net
Telephone: Home: _____ Business: 952-540-0700

COMPLETE ALL SECTIONS Legibly, failure to complete all sections or if illegible will result in delays or possibly a rejection of the application.

APPLICANT INFORMATION:

Name: HAVEN DEVELOPMENT
Address: 5505 COTTONWOOD LN SE

City: PRIOR LAKE State: MN Zip: 55372
Email: Bbtupy@icloud.com
Telephone: Home: 6125085879 Business: 6125085879

Owner & Applicant Initials SM / BT

Description of Request(s):
Provide short description or attach additional pages.
THE REQUEST IS TO SUBDIVIDE THE EXISTING HOMESTEAD AND CREATE AN OUTLOT (A) FOR FUTURE RESIDENTIAL DEVELOPMENT TO MEET ALL CURRENT ZONING REQUIREMENTS.

GENERAL CONDITIONS

Application Review:
The undersigned acknowledges that before this request can be considered and/or approved, all required information and fees, including any deposits shall be paid to the City. An incomplete application will be returned to the applicant. The application approval process commences, and an application may be considered complete when all required information and fees have been submitted appropriately to the City.

Professional Fee Responsibility:
It is the understanding of the undersigned that all City incurred professional fees and expenses associated with the processing of this request(s) will be promptly paid upon receipt by the Applicant and/or Property Owner – these may exceed initial escrow amounts. If payment is not received from the applicant, the property owner acknowledges and agrees to be responsible for any unpaid fee balances either by direct payment or a special assessment against the property. Applicants will be billed monthly for Planning, Engineering, Legal and Community Development fees as they are accrued. It is understood that interest will be charged on the account at the maximum rate allowed by the Fair Credit Act if it becomes thirty (30) days past due. Failure to pay administrative and processing fees or to reimburse escrows in a timely manner may result in denial of the application.

All fees must be paid at the time of the application and shall be paid prior to the issuance of a building permit. The undersigned applicant further acknowledges and consents that all unpaid fees owing the City shall be treated as unpaid utility fees and may be certified for collection as with delinquent utility billings and may be assesses against the subject real property if unpaid by October 31st of each year.

Property Address of Site: 21480 TEXAS AVE PRIOR LAKE, MN 55372 **Property PIN#** 049130031

Date: 12/12/24

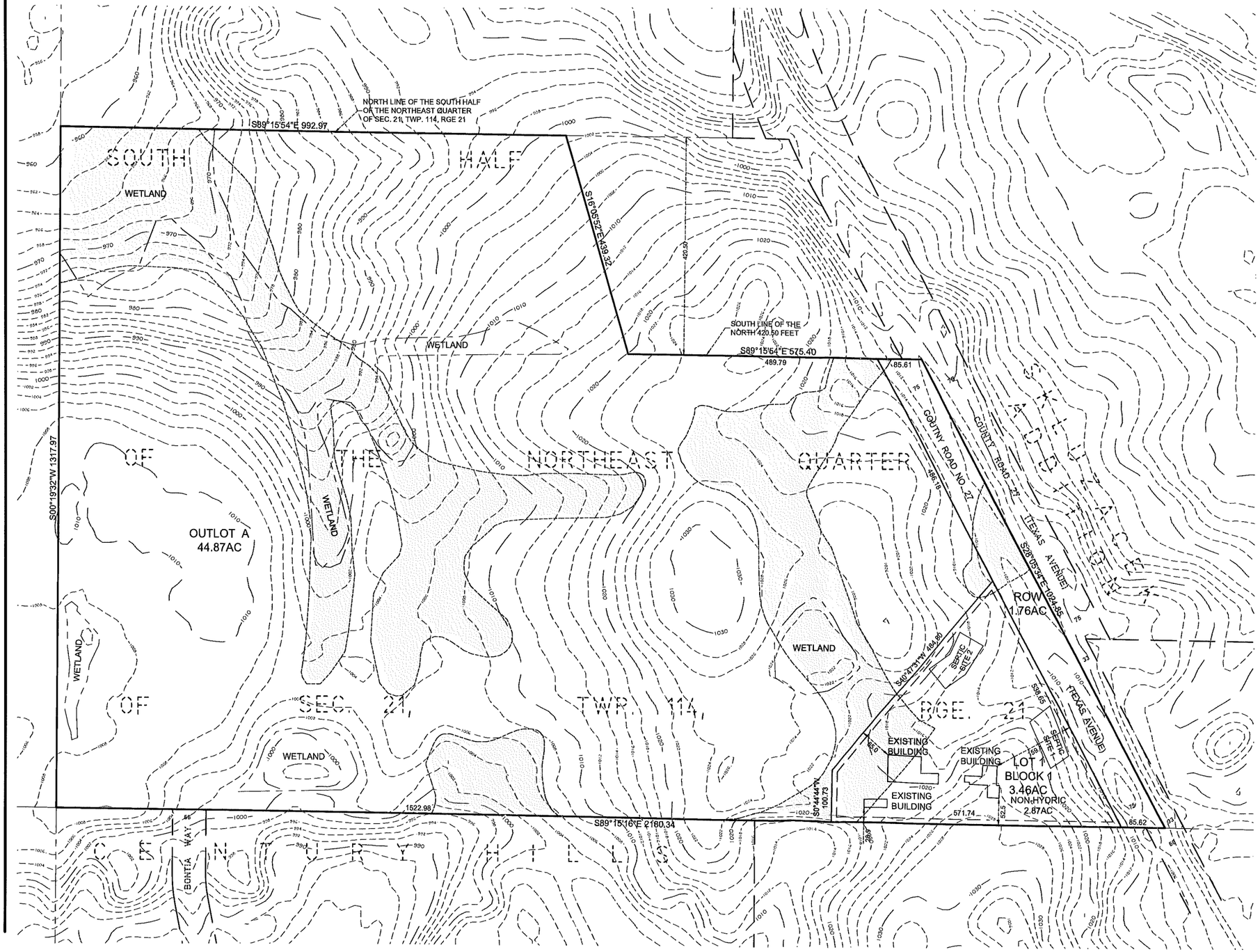
Owner Signature: Scott Muenchow

Owner Printed Name: Scott Muenchow

Applicant Signature:

Applicant Printed Name: Garry Tupy Haven Development llc

COMPLETE ALL SECTIONS Legibly, failure to complete all sections or if illegible will result in delays or possibly a rejection of the application.



100 0 100 200

SCALE IN FEET

Legal Description:

That part of the South Half of the Northeast Quarter of Section 21, Township 114, Range 21, Scott County, Minnesota lying westerly of the centerline of County Road No. 27 and which lies southerly and westerly of the following described line:

Commencing at the northwest corner of said South Half of the Northeast Quarter; thence on an assumed bearing of South 89 degrees 16 minutes 02 seconds East, along the north line of said South Half of the Northeast Quarter, a distance of 992.97 feet to the point of beginning of the line to be described; thence South 16 degrees 06 minutes 00 seconds East a distance of 439.32 feet, more or less, to the south line of the North 420.50 feet of said South Half of the Northeast Quarter; thence easterly, along said south line of the North 420.50 feet, to the centerline of said County Road No. 27 and there terminating.

TOTAL SITE AREA 50.09 AC.

DEVELOPER:	HAVEN DEVELOPMENT, LLC
ADDRESS:	505 COTTONWOOD AVENUE SE., PRIOR LAKE, MN 55372
CONTACT:	GARRY TUPY
CONSULTANT:	PROBE ENGINEERING CO. INC.
ADDRESS:	1000 E. 146TH ST. BURNSVILLE, MN 55337

CURRENT ZONING = RR - RURAL RESIDENTIAL

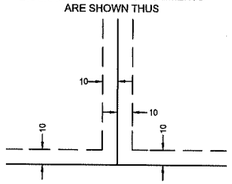
SETBACKS:

FRONT	150' FROM CL OF CSAH
SIDE	30'
REAR	60'

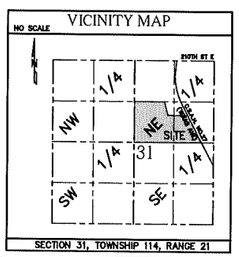
——— = WETLAND PER SCOTT COUNTY GIS

[- - -] = HYDRIC SOILS PER SCOTT COUNTY GIS

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS



BEING 10 FEET IN WIDTH AND ADJOINING SIDE LOT LINES, STREET RIGHT-OF-WAY LINES AND REAR LOT LINES, UNLESS OTHERWISE INDICATED.



PROBE ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS, PLANNERS and LAND SURVEYORS
1000 EAST 146th STREET, BURNSVILLE, MINNESOTA 55337 PH (952)432-3000

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA

DATE_____ REG. NO._____

PREPARED FOR:
HAVEN DEVELOPMENT
505 COTTONWOOD AVE SE
PRIOR LAKE, MN 55372

DESIGNED	CHECKED
DRAWN PM	DATE 12/12/2024
SCALE AS SHOWN	
JOB NO. 16561.01	

PRELIMINARY PLAT / EXISTING CONDITIONS
CARDINAL PASS

CREDIT RIVER MINNESOTA

SHEET 1 REV.

CARDINAL PASS

KNOW ALL PERSONS BY THESE PRESENTS: That Haven Development, LLC, a Minnesota limited liability company, fee owner of the following described property situated in the County of Scott, State of Minnesota, to wit:

That part of the South Half of the Northeast Quarter of Section 21, Township 114, Range 21, Scott County, Minnesota lying westerly of the centerline of County Road No. 27 and which lies westerly and southerly of the following described line:

Commencing at the northwest corner of said South Half of the Northeast Quarter; thence on an assumed bearing of South 89 degrees 16 minutes 02 seconds East, along the north line of said South Half of the Northeast Quarter, a distance of 992.97 feet to the point of beginning of the line to be described; thence South 16 degrees 06 minutes 00 seconds East a distance of 439.32 feet, more or less, to the south line of the North 420.50 feet of said South Half of the Northeast Quarter; thence easterly, along said south line of the North 420.50 feet, to the centerline of said County Road No. 27 and there terminating.

Has caused the same to be surveyed and platted and known as CARDINAL PASS and does hereby donate and dedicate to the public, for public use forever, the public ways and also dedicate the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Haven Development, LLC, a Minnesota limited liability company, this _____ day of _____, 20____.

_____
Signed

_____
Printed

STATE OF MINNESOTA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____ by _____, the president of Haven Development, LLC, a Minnesota limited liability company, on behalf of the company.

_____

_____
Notary Public _____ County, Minnesota

My Commission Expires _____

I, Russell P. Damlo, hereby certify that this plat CARDINAL PASS was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20 _____

_____
Russell P. Damlo
Licensed Land Surveyor
Minnesota License No. 19086

STATE OF MINNESOTA

COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20 _____, by Russell P. Damlo, Licensed Land Surveyor.

_____

_____
Notary Public _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF CREDIT RIVER, MINNESOTA

This plat was approved by the City Council of the City of Credit River, Minnesota this _____ day of _____, 20 _____ and hereby certifies compliance with all requirements set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By _____ Attest _____
Mayor City Clerk

SCOTT COUNTY SURVEYOR

Pursuant to Minnesota Statutes, Chapter 389.09, Subdivision 1, as amended, this plat has been reviewed and approved this _____ day of _____, 20 _____.

_____
Scott County Surveyor

SCOTT COUNTY AUDITOR/TREASURER

I hereby certify that the current and delinquent taxes on the lands described within are paid and the transfer is entered this _____ day of _____, 20 _____.

Scott County Auditor Scott County Treasurer

Signed by_____, Deputy

SCOTT COUNTY RECORDER

I hereby certify that this plat was recorded in the office of the County Recorder for record on this _____ day of _____, 20 _____, at _____ o'clock _____. M. as Document No. _____

_____
Scott County Recorder

PROBE ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS, PLANNERS and LAND SURVEYORS

CARDINAL PASS

NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SEC. 21, TWP. 114, RGE 21, SCOTT COUNTY (3/4" IRON)

S00°19'32"W 1317.97

NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SEC. 21, TWP. 114, RGE 21

NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SEC. 21, TWP. 114, RGE 21

S89°15'54"E 992.97

SOUTH HALF OF THE NORTHEAST QUARTER OF SEC. 21, TWP. 114, RGE 21

S16°05'52"E 439.32

420.50

SOUTH LINE OF THE NORTH 420.50 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SEC. 21, TWP. 114, RGE 21

S89°15'54"E 575.40

489.79

85.61

CENTERLINE OF CO. RD. NO. 27

75

COUNTY ROAD NO. 27

COUNTY ROAD NO. 27

486.18

SUNDANCE TRAIL

86

SUNDANCE ESTATES

SUNDANCE ESTATES 2ND ADDITION

(TEXAS AVENUE)

S28°05'34"E 1024.85

33

WET LAND

WET LAND

WET LAND

OUTLOT A

S40°47'31"W 484.80

538.65

LOT 1

BLOCK 1

571.74

S0°44'44"W 100.73

75

85.62

33

66

S00°19'32"W 1317.97

1522.98

S89°15'16"E 2180.34

SOUTH LINE OF THE NORTHEAST QUARTER OF SEC. 21, TWP. 114, RGE 21

66

BONITA WAY

CENTURY HILLS

100 0 100 200

SCALE IN FEET

THE SOUTH LINE OF THE NE 1/4 OF SECTION 21 HAS AN ASSUMED BEARING OF S89°15'16"E.

NO MONUMENT SYMBOL SHOWN ON THE PLAT INDICATES 1/2 INCH BY 14 INCH IRON MONUMENT TO BE SET WITHIN 1 YEAR OF RECORDING THIS PLAT, MARKED BY LICENSE NUMBER 19086.

○ DENOTES 1/2" BY 14" IRON MONUMENT SET MARKED BY LICENSE NUMBER 19086, UNLESS OTHERWISE SHOWN.

● DENOTES 1/2" IRON MONUMENT FOUND, UNLESS OTHERWISE SHOWN.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS

10 10 10 10

BEING 10 FEET IN WIDTH AND ADJOINING SIDE LOT LINES, STREET RIGHT-OF-WAY LINES AND REAR LOT LINES, UNLESS OTHERWISE INDICATED.

VICINITY MAP

NO SCALE

NW 1/4 NE 1/4 SITE SW 1/4 31 SE 1/4

SECTION 31, TOWNSHIP 114, RANGE 21

PROBE ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS, PLANNERS and LAND SURVEYORS

SHEET 2 OF 2 SHEETS

SCOTT COUNTY
Environmental Services

GOVERNMENT CENTER EAST · 200 FOURTH AVENUE WEST · SHAKOPEE, MN 55379-1220
(952) 496-8177 · Email: EnvServices@co.scott.mn.us · Web: www.scottcountymn.gov

Memo

Date: **January 21, 2025**

To: **Matt Holzworth, Credit River Planning**

From: **Mary VonEschen, Environmental Services Department**

Subject: **Haven Development/Cardinal Pass PL2024-063**

The Scott County Environmental Services Department has completed our review of the project located at 21480 Texas Ave in the City of Credit River with plans dated December 12, 2024, for conformance with the regulations of the Scott County Subsurface Sewage Treatment System Ordinance (SSTS) #4 and Minn. Rules Chapter 7080. We find this application not to be complete. The following issues need to be addressed before we can give our final approval.

1. The plat map is showing two new septic sites the soil observations location must be shown on the plat map.
2. The existing septic system and well location must be shown on the plat map.

The Environmental Services staff will not make a recommendation regarding the adequacy of the preliminary plat application until this information is received by us and approved. If you have any questions, please call me at 952-496-8344

Please Note: Any revised plans submitted that are incomplete will not be reviewed. Therefore, do not submit any project plans until all items above are completed.

CITY OF CREDIT RIVER
SCOTT COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2025-08

A RESOLUTION APPROVING A MINOR SUBDIVISION FOR 21480 TEXAS AVE (PID 049310031)

WHEREAS, the City of Credit River is a Minnesota Municipal Corporation, duly organized and authorized to conduct its affairs under the laws of the State of Minnesota; and

WHEREAS, Scott Muenchow (the "owner") owns the property at 21408 Texas Ave in the City of Credit River, State of Minnesota, (the "Subject Property"), which is legally described in appendix A.

WHEREAS, the property is located in the Rural Residential Zoning District; and

WHEREAS, the applicant has prepared plans for review and approval, and has submitted these plans to the City in accordance with the code; and

WHEREAS, the City Council considered on February 3, 2025, the recommendations of City staff, the applicant's submissions, the contents of the staff report, , and other relevant evidence available to the Council; and

WHEREAS, the City Council makes the following findings of fact:

1. The proposed subdivision creates 1 new parcel.
2. The parcel is zoned Rural Residential; the adjacent land is also zoned Rural Residential.
3. This area is guided for Rural Residential in Credit River's 2040 Comprehensive Plan.
4. This minor subdivision is consistent with the 2040 Comprehensive Plan
5. After the subdivision, the resulting parcels will comply with the 2.5-acre minimum lot size within the Rural Residential zoning district.
6. Both proposed lots appear to be suitable for individual sewage treatment systems.
7. Both parcels will have frontage on existed paved improved streets.
8. No new roads are being proposed as part of this minor subdivision.
9. The City provides no assurance or guaranty that the proposed subdivision meets all County requirements.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Credit River hereby approves a Minor Subdivision for the property at 21480 Texas Ave, as described in the applicant's submitted materials and certificate of survey, subject to:

1. Any necessary approvals from Scott County shall be the Applicant's sole responsibility to secure and the Applicant shall implement any County requirements at its sole expense.

2. If not previously paid, the Applicant shall pay to the City the required park dedication fee – estimated as one (1) additional residential lot.

Adopted and approved by the City Council of the City of Credit River on a vote of ____ ayes and ____ nays effective on the 3rd day of February 2025.

Approved:

Chris Kostik, Mayor

Attested:

Eric Johnson, Interim City Administrator

AGENDA ITEM NO. 7.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 3, 2025

SUBMITTED BY: City Admin,Planning

ITEM TYPE: Agenda Report

AGENDA SECTION: General Business

SUBJECT:

Consider Variance - 7998 Cress View Front Yard Variance - Resolution 2025-09

BACKGROUND:

Please see the enclosed documents from Ms. Claire Stickler, City Planning Consultant, MSA -

1. Memo dated: 1/29/25
2. Proposed City Council Resolution 2025-09

FINANCIAL IMPACT: none

SUGGESTED ACTION: Discussion, Possible Action

ALTERNATIVES:

Possible Alternatives:

1. The City Council could table the application and request additional information.

2. The City Council could approve the application subject to a final slate of conditions it believed necessary.

ATTACHMENTS:

CC 7998 Cress View Ln Front yard variance staff report.pdf
Resolution 2025-09 7998 Cress View Front Yard Variance_.pdf

To:	Credit River City Council
CC:	Eric Johnson, Interim City Administrator
	Matt Holzworth, City Planner
From:	MSA Professional Services, Consulting City Planner
Date:	January 29th, 2025
Re:	Front Yard Setback Variance for 7998 Cress View Ln (PID: 420304000)





SUMMARY OF REQUEST

Zoning District: RR (Rural Residential Single-Family District)
The applicant is seeking a 7-foot after-the-fact variance from Section 35-3 (District Performance Standards) in order to document a 2,813-ft^2 accessory structure addition, bringing the structure total to 4,228 ft^2, that was originally permitted and built into the 67-foot front yard setback. This is considered a front yard as this is a corner lot and this yard abuts Meadowview Blvd.

This property is a 4.68-acre parcel in the RR District, with a required front yard setback for primary and accessory structures of 67 feet for parcels over 2 acres. There is a recorded drainage and utility easement that is dedicated to the public that runs through the property and affects the location of the garage expansion. This is shown in Exhibit 1.

Planning staff recommend approval of the variance because the reasoning for locating the garage nearer to the front setback than allowed by code is due to the pre-existing recorded drainage and utility easement. This easement location constitutes a reasonable "practical difficulty" as defined by Minn. Stat. § 462.357, subd. 6. A landowner seeking a variance must establish and meet all three practical difficulty requirements to be issued a variance.

See Exhibit 1 - The submitted survey that includes the location of the recorded drainage and utility easement suggests that there are no other alternative locations (outside of required setbacks) that the garage could have been placed in its expansion.

BACKGROUND

The City permitted the accessory structure expansion earlier this year. It was brought to the attention of Staff by the builder that the setbacks may have been incorrectly permitted after the building construction had commenced. Staff recommended that the property owner apply for a variance to ensure that proper steps were taken. The act of issuing a building permit does not grant the applicant the ability to deviate from the zoning code.

At the October Planning Commission meeting, the Planning Commission recommended approval of the rear yard setback variance. This application comes at a separate time as all variance must be reviewed and filed on their own separately from others concerning the property.

PLANNING COMMISSION SUMMARY AND DISCUSSION

The planning commission held a public hearing at their January 16th 2025 meeting. There were no members from the public that provided commentary. Planning commission had minimal discussion on the application and recommended unanimous approval.

STAFF RECOMMENDATION

Staff recommends that Credit River Planning Commission:

- Adopt the staff report into the record;
- Accept the application, testimony, exhibits, and other evidence presented into the record.
- **Approve** of the 7-foot front yard setback variance as it appears to meet all the practical difficulty criteria due to the location of the recoded drainage and utility easement.

ALTERNATIVES

- The Credit River Planning Commission could table the variance request and request additional information from the applicant.
- The Credit River Planning Commission could recommend denial of the variance request and amend the findings of fact.

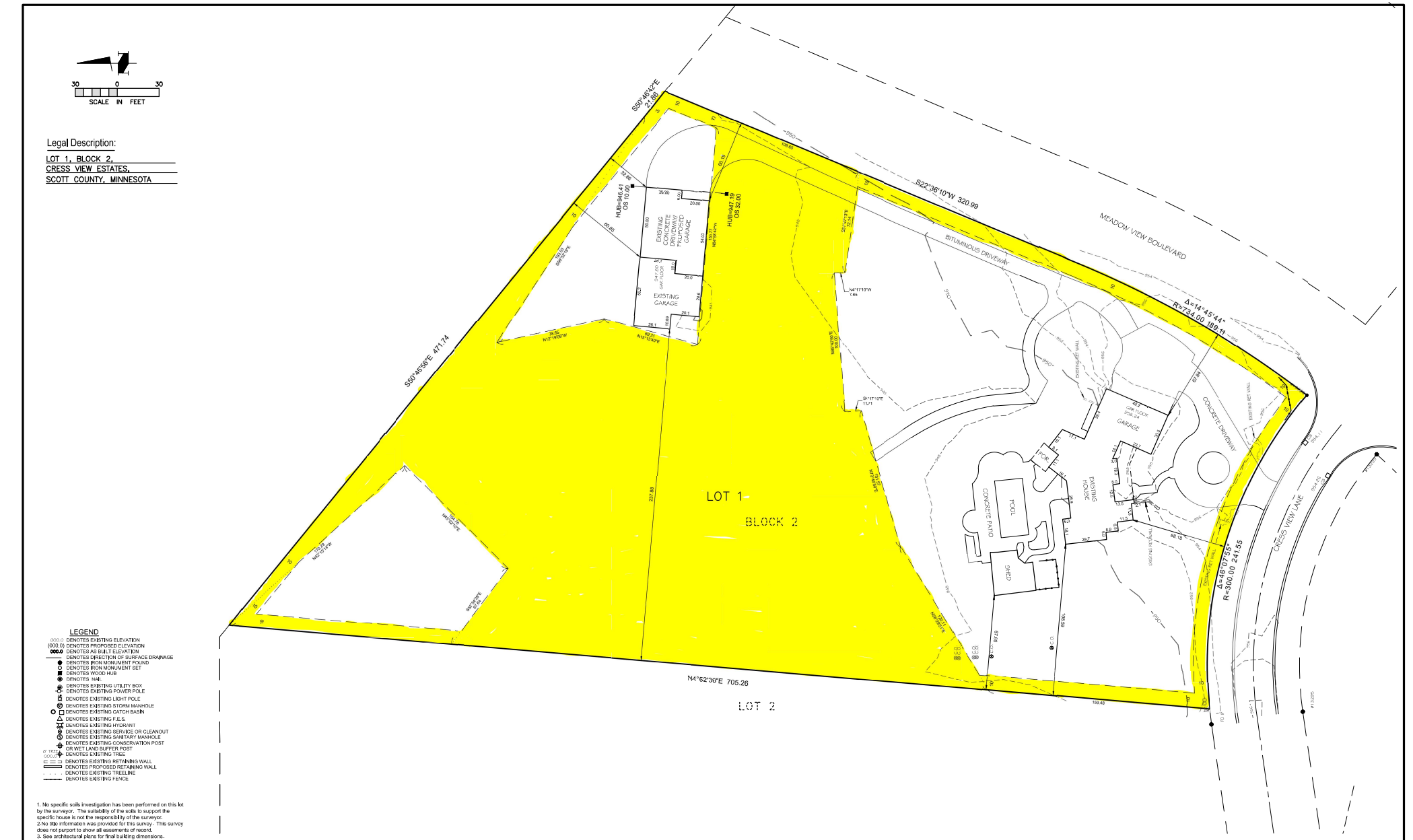
FINDINGS OF FACT

A. The garage expansion is a permitted accessory use in the RR District.

B. Variances shall only be permitted when the applicant demonstrates by factual presentation that all of the following circumstances exist, as outlined in Minn. Stat. § 462.357, subd. 6:
    a. "The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance."
        i. "Private garages and onsite parking" is a permitted accessory use in the RR District and therefore a reasonable use of the property.
    b. "The plight of the landowner is due to circumstances unique to the property not created by the landowner."
        i. The proposed location is intended to be in line with the existing garage pad, creating one continuous space and utilizing existing impervious surface coverage from the driveway. The submitted survey showing existing D&U easements does indicate a necessity to build the expansion within the front yard setback, due to the recorded drainage and utility easement.
    c. "The variance, if granted, will not alter the essential character of the locality."
        i. This property's detached garage aligns with the use and appearance of accessory structures on neighboring properties, so an expansion would not significantly alter the character of the structure or the property. However, since the property is a corner lot, the scale of the garage expansion would be highly visible from the road.
C. This front yard setback variance does not appear injurious to the use and enjoyment of properties in the immediate vicinity for uses already permitted, nor would it substantially diminish and impair property values in the immediate vicinity.
D. This variance would not impede light and air to adjacent properties, nor would it increase the risk of fire or threats to public safety.
E. This front yard setback variance would not appear to cause any strain upon existing municipal facilities and services.
F. No negative direct or indirect fiscal impact on the City, Council, or School District is foreseen from this variance.

ATTACHMENTS

1. Property Survey
2. Garage Expansion Floor Plan



1. No specific soils investigation has been performed on this lot by the surveyor. The suitability of the soils to support the specific house is not the responsibility of the surveyor.
2. No title information was provided for this survey. This survey does not purport to show all easements of record.
3. See architectural plans for final building dimensions.

PIONEER ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS, PLANNERS and LAND SURVEYORS
1000 EAST 146th ST., STE. 240, BURNSVILLE, MN 55337 PH (952)432-3000

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 Minn. Reg. No. 19086 6-20-2024 Date

REVISIONS:
6-7-2024 ADDED STAKING DATA

CERTIFICATE OF SURVEY

PREPARED FOR:
MODERNO

PROJECT NO. 18511.10
ADDRESS: 8021 CRESSVIEW LANE
LAKEVILLE, MN
BUYERS: HARPER-PETERSON

30 0 30
SCALE IN FEET

Legal Description:

LOT 1, BLOCK 2,
CRESS VIEW ESTATES,
SCOTT COUNTY, MINNESOTA

S50°46'42"E 27.86
S50°45'58"E 471.74
S22°36'10"W 320.99
N4°52'36"E 705.26
LOT 1
BLOCK 2
LOT 2
MEADOW VIEW BOULEVARD
BITUMINOUS DRIVEWAY
CRESS VIEW LANE
CONCRETE DRIVEWAY
EXISTING CONCRETE DRIVEWAY/ PROPOSED GARAGE
EXISTING GARAGE
947.80 GAR FLOOR
EXISTING HOUSE
956.24 GARAGE
48.2 GAR FLOOR
CONCRETE PATIO
POOL
SHED
EXISTING RET WALL
POR.
Δ=14°45'44"
R=734.00 189.11
Δ=48°07'55"
R=300.00 241.55
109.65
60.19
32.86
60.85
50.03
S86°26'19"E
78.65
N12°19'08"W
69.31
N15°13'40"E
N84°33'42"W
155.77
S81°17'10"E
12.14
N4°17'10"W
7.65
N85°42'50"E
100.00
S4°17'10"E
11.71
N75°48'19"E
101.57
61.84
68.18
N75°48'19"E
120.71
106.99
67.65
159.48
237.88
704.76
N45°10'10"E
175.29
N45°10'10"W
S50°45'58"E
67.04
3295
3294.11
3295.25

LEGEND

- 000.0 DENOTES EXISTING ELEVATION
- (000.0) DENOTES PROPOSED ELEVATION
- 000.0 DENOTES AS BUILT ELEVATION
- DENOTES DIRECTION OF SURFACE DRAINAGE
- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- DENOTES WOOD HUB
- DENOTES NAIL
- DENOTES EXISTING UTILITY BOX
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING STORM MANHOLE
- DENOTES EXISTING CATCH BASIN
- DENOTES EXISTING F.E.S.
- DENOTES EXISTING HYDRANT
- DENOTES EXISTING SERVICE OR CLEANOUT
- DENOTES EXISTING SANITARY MANHOLE
- DENOTES EXISTING CONSERVATION POST OR WET LAND BUFFER POST
- 8" TREE 000.0 DENOTES EXISTING TREE
- DENOTES EXISTING RETAINING WALL
- DENOTES PROPOSED RETAINING WALL
- DENOTES EXISTING TREELINE
- DENOTES EXISTING FENCE

1. No specific soils investigation has been performed on this lot by the surveyor. The suitability of the soils to support the specific house is not the responsibility of the surveyor.
2. No title information was provided for this survey. This survey does not purport to show all easements of record.
3. See architectural plans for final building dimensions.

PROBE ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS, PLANNERS and LAND SURVEYORS
1000 EAST 146th ST., STE. 240, BURNSVILLE, MN 55337 PH (952)432-3000

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

6-20-2024
Date

REVISIONS:

CERTIFICATE OF SURVEY

PREPARED FOR:
MODERNO

PROJECT NO. 18511.10
ADDRESS: 8021 CRESSVIEW LANE
LAKEVILLE, MN

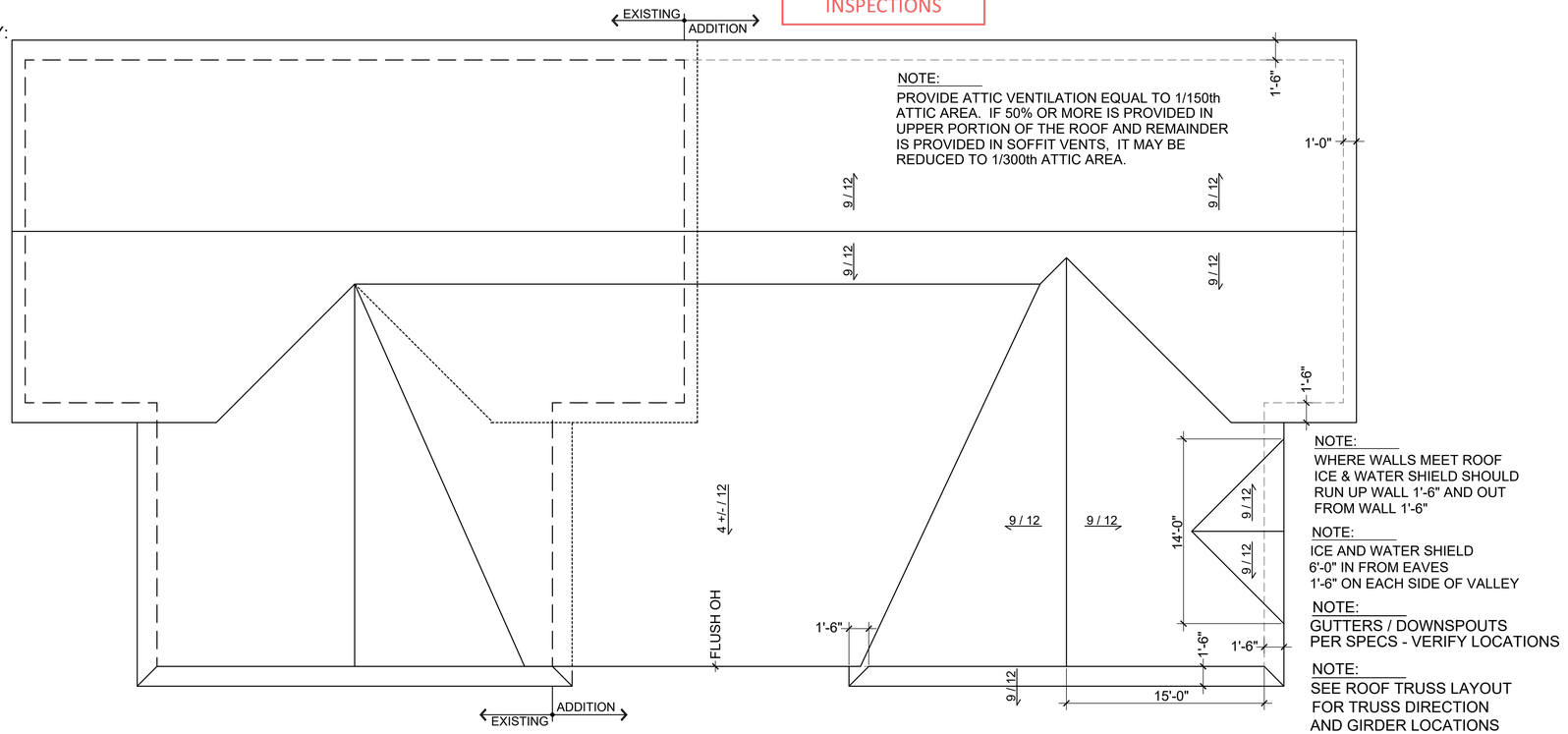
BUYERS: HARPER-PETERSON

GENERAL NOTES:
1. ALL DOOR AND WINDOW HEADERS TO BE S.P.F. #2 OR BETTER, SEE PLANS FOR SIZES.
2. HOUSE TO BE BUILT PER CURRENT I.R.C. CODES.
3. VERIFY GRADES AND ADJUST FOUNDATION/FOOTING STEPS AS NEEDED.
4. SEE PLANS FOR CEILING HEIGHTS
5. 9' HIGH POURED FDN. WALLS STD.
6. ALL EXTERIOR DIMENSIONS ARE TO OUTSIDE OF SHEATHING, INTERIOR DIMENSIONS ARE TO FRAMING.
7. ALL TRADES & SUPPLIERS TO REVIEW & VERIFY INFORMATION PERTINENT TO THEIR WORK AND NOTIFY MODERNO HOMES INC. OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
8. NOTED CABINET SIZES ARE +/- AND TO BE FIELD VERIFIED.
9. TRADES TO VERIFY BASE AND TRIM SIZE PRIOR TO CONSTRUCTION.
10. ALL WALLS MORE THAN 10' H. TO BE S.P.F. #2 OR BETTER.
11. EXTERIOR ELEVATIONS ARE CONCEPTUAL ONLY: HOME SITE, FILL AND TOPOGRAPHY WILL DICTATE ACTUAL GRADES AND MAY VARY FROM THOSE SHOWN ON THE PLAN.
12. NOTE: SUBFLOOR JOINTS SHALL BE STAGGERED FROM FLOOR TRUSS OR JOIST JOINTS
12. NOTE: WINDOW FALL PROTECTION PER R312.1

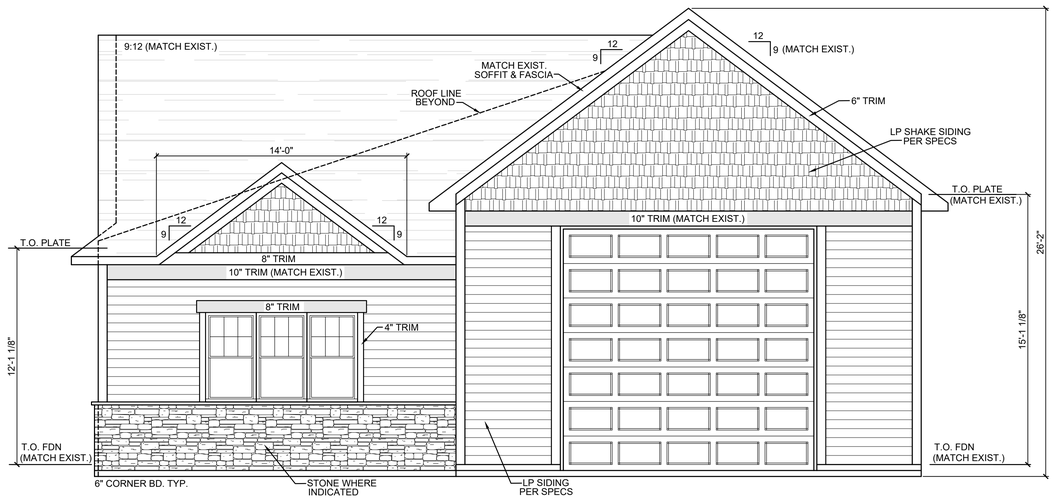
CITY OF Credit River
Date 7-10-24
REVIEWED
Kevin Matiak
For Code Compliance

NOTICE
THIS DESIGN MUST BE ON SITE FOR ALL INSPECTIONS

SITE COPY



ROOF PLAN
SCALE: 3/16" = 1'-0"



EAST ELEVATION
SCALE: 1/4" = 1'-0"

MIN. WOOD TO EARTH SEPARATION 6”

APPROXIMATE SQUARE FOOTAGE	
ADDITIONAL GARAGE	2,380 SQ. FT.
MEZZANINE	433 SQ. FT.
TOTAL FINISHED GARAGE ADD.	2,813 SQ. FT.
ADDITIONAL GARAGE FDN.	2,380 SQ. FT.
TOTAL GARAGE w/ ADDITION	4,228 SQ. FT.

Square footages are measured to the exterior finished surface of the outside walls. Square footage calculations were made based on plan dimensions only and may vary from the finished square footage of the house as built. In addition, plan dimensions are not exact and are subject to some variance. However, all construction shall be in substantial compliance with the Contract Documents.

EROSION CONTROL OF BLDG SITE AREA SO THAT SILTATION DOES NOT OCCUR INTO STREET OR NEIGHBORING PROPERTIES UNTIL LANDSCAPING AND TURF ESTABLISHMENT ARE COMPLETE.

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MODERNO CONSTRUCTION MANAGEMENT

PEARSON RES. - CARRIAGE HOUSE ADDITION
7998 CRESS VIEW LN.
PRIOR LAKE, MN.

PROJECT #	07-00-BUYER
AGENT:	X
BUYER S/O	
BUYER S/O	
STARTED:	X
REVISIONS:	
2-16-24 CARRIAGE HOUSE ADD.	
2-26-24 BID SET	
6-9-24 PERMIT SET	

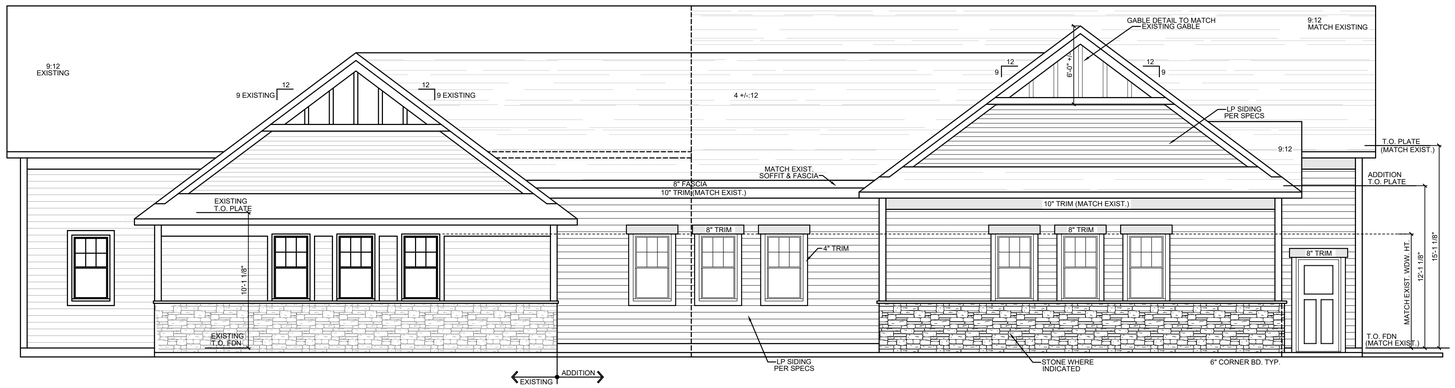
SHEET 1 OF 5



NORTH ELEVATION

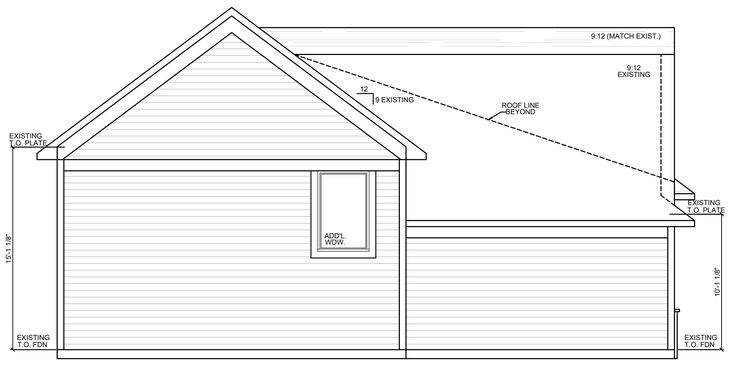
SCALE: 3/16" = 1'-0"

MIN. WOOD TO EARTH SEPARATION 6”



SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



WEST ELEVATION

SCALE: 3/16" = 1'-0"

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MODERNO
CONSTRUCTION
MANAGEMENT

PEARSON RES. - CARRIAGE HOUSE ADDITION
7998 CRESS VIEW LN.
PRIOR LAKE, MN.
.

PROJECT #	07-00-BUYER
AGENT:	X
BUYER S/O	
BUYER S/O	
STARTED:	X
REVISIONS:	
2-16-24 CARRIAGE	
HOUSE ADD.	
2-26-24 BID SET	
6-9-24 PERMIT SET	

SHEET 2 OF 5

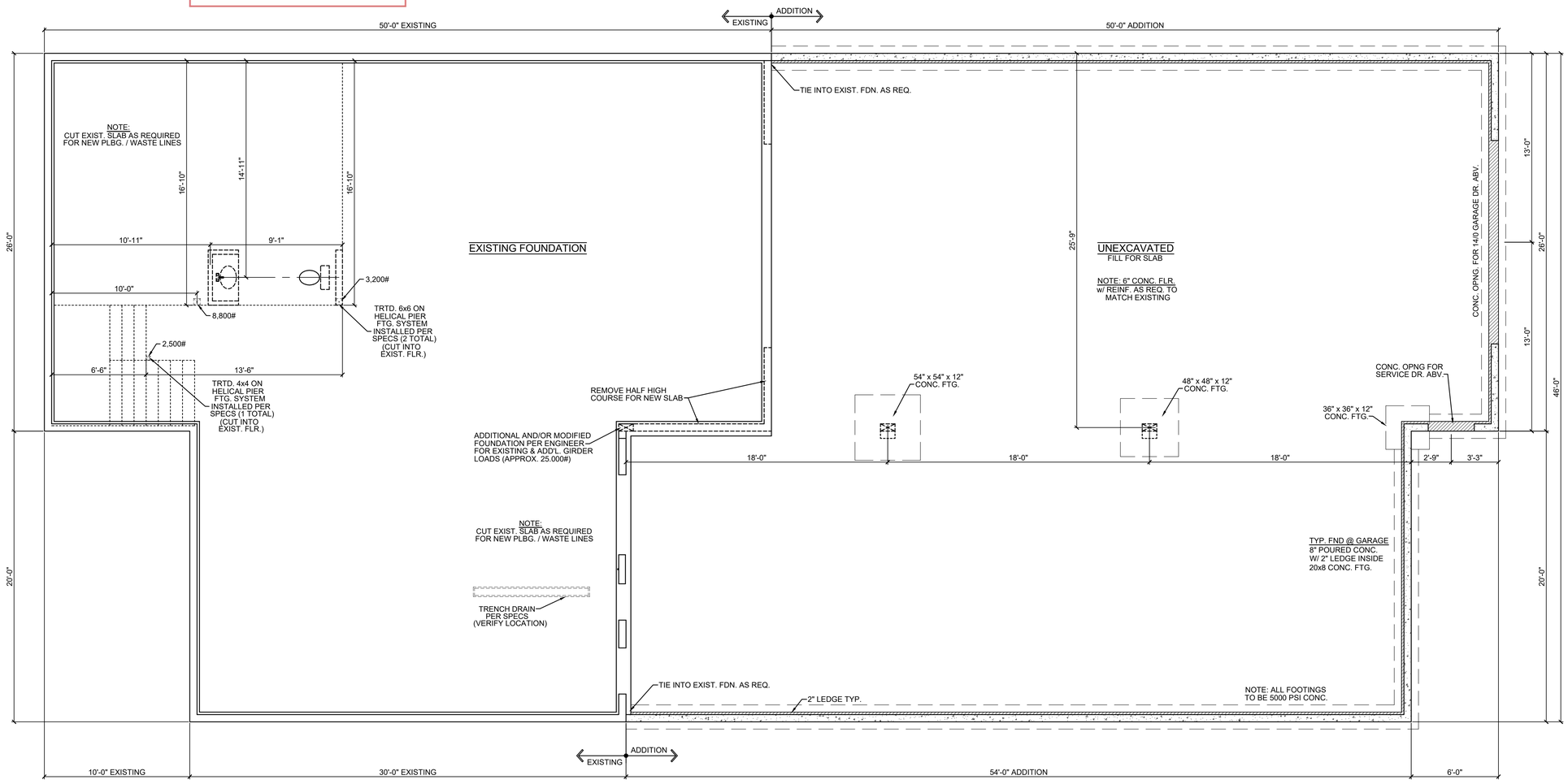
ALL PLUMBING WORK MUST BE DONE BY STATE LICENSED PLUMBER

EXHAUST FAN VENT DIRECTLY OUTSIDE

1.6 GALLON FLUSH TOILETS REQUIRED

*Trench drain to daylight

Separate permit required for electric by state



FOUND. PLAN

SCALE: 1/4" = 1'-0"

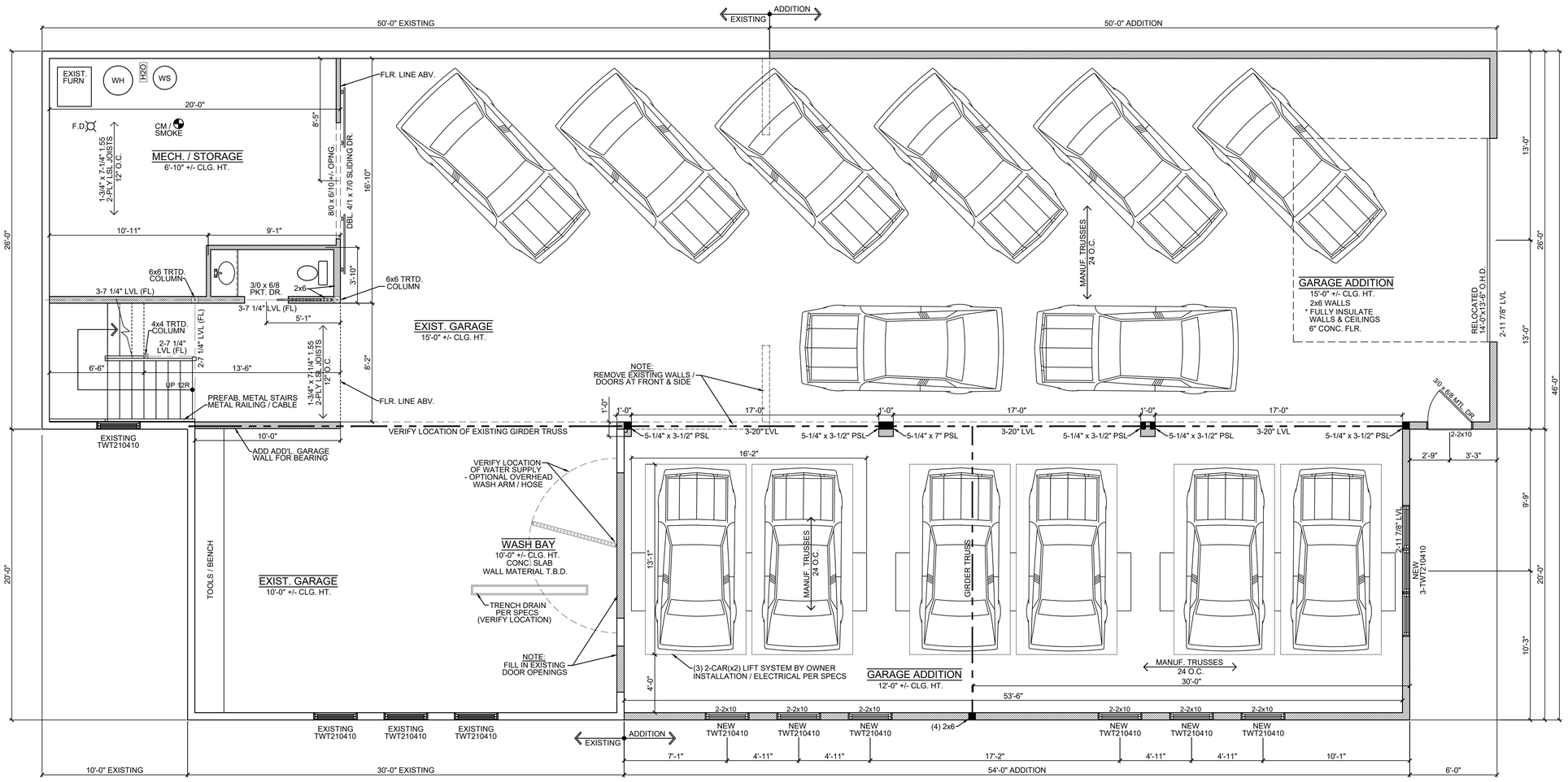
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MODERNO CONSTRUCTION MANAGEMENT

PEARSON RES. - CARRIAGE HOUSE ADDITION
7998 CRESS VIEW LN.
PRIOR LAKE, MN.
.

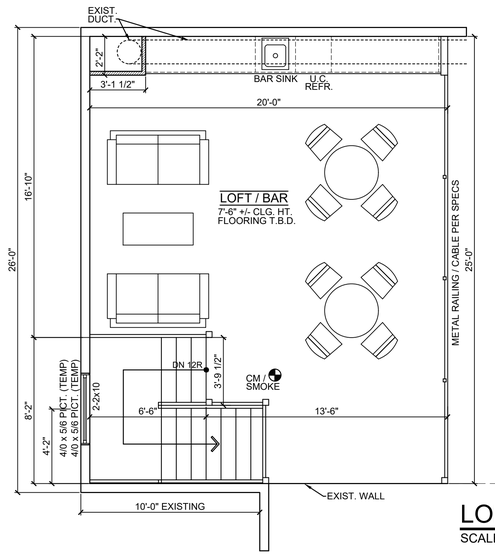
PROJECT #	07-00-BUYER
AGENT:	X
BUYER S/O	
BUYER S/O	
STARTED:	X
REVISIONS:	
2-16-24 CARRIAGE	
HOUSE ADD.	
2-26-24 BID SET	
6-9-24 PERMIT SET	

SHEET 3 OF 5



MAIN FLOOR PLAN

SCALE: 1/4" = 1'-0"



LOFT / BAR PLAN

SCALE: 1/4" = 1'-0"

STAIRS

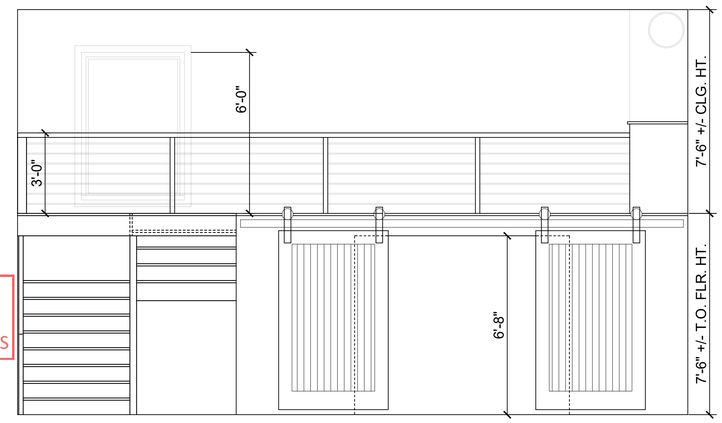
7 3/4" MAX. RISER 10" MIN. TREAD 6'-8' MIN. HEADROOM AT LEAST ONE HANDRAIL REQUIRED GUARDRAIL OPEN SIDES

MAINTAIN MINIMUM OF 36" WIDTH OF HALLWAYS AND STAIRWAYS

HANDRAILS
Continuous grippable handrails req'd 34"-38" high. 1-1/4"- 2" dia. No closer than 1-1/2 to wall. Re-turn ends to wall or post.

GUARDRAILS
36" MIN. HEIGHT
4" MAX. OPENINGS

Stairway Risers
Open risers are permitted, provided the opening between treads does not permit passage of a 4" dia. sphere.



LOFT / BAR ELEV.

SCALE: 3/8" = 1'-0"

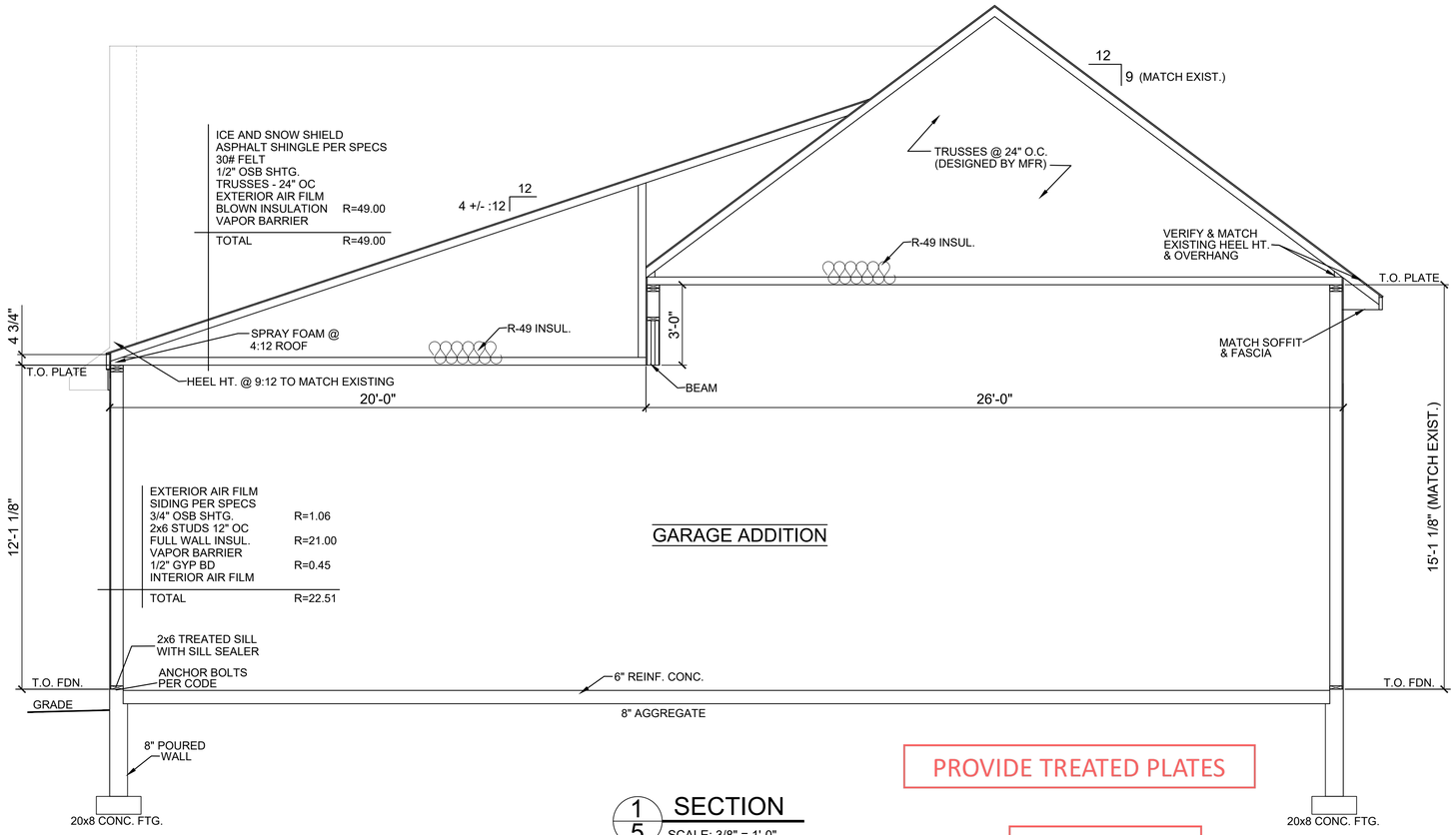
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MODERNO CONSTRUCTION MANAGEMENT

PEARSON RES. - CARRIAGE HOUSE ADDITION
7998 CRESS VIEW LN.
PRIOR LAKE, MN.

PROJECT #	07-00-BUYER
AGENT:	X
BUYER S/O	
BUYER S/O	
STARTED:	X
REVISIONS:	
2-16-24 CARRIAGE HOUSE ADD.	
2-26-24 BID SET	
6-9-24 PERMIT SET	

SHEET 4 OF 5



1/5 SECTION

SCALE: 3/8" = 1'-0"

SUBMIT TRUSS DESIGN BEFORE FRAMING INSPECTION

2 Layers 15 lb. Felt Mopped Solid together 24" Up The Roof From Wall Line. Alternate Material May Be Used With Inspectors Approval

PROVIDE ATTIC VENTILATION EQUAL TO 1/150TH ATTIC AREA. IF 50% OR MORE IS PROVIDED IN UPPER PROTION OF ROOF AND REMAINDER IS PROVIDED IN SOFFIT VENTS, IT MAY BE REDUCED TO 1/300TH ATTIC AREA.

SHEATHING WHEN USED ON ROOFS, CLIPS MUST BE USED OR SPACING REQUIRED

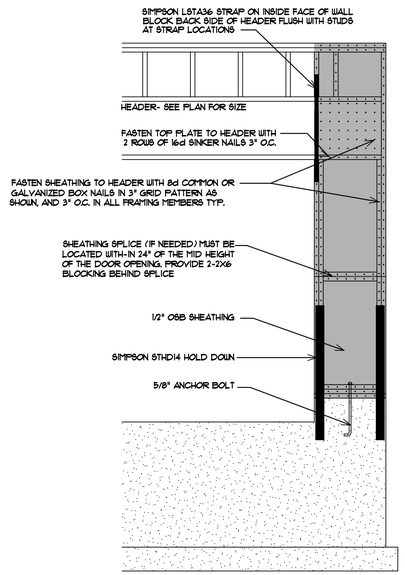
PROVIDE TREATED PLATES

Provide Min. 42" Frost Footings.

MIN. R-10 INSULATION BELOW GRADE

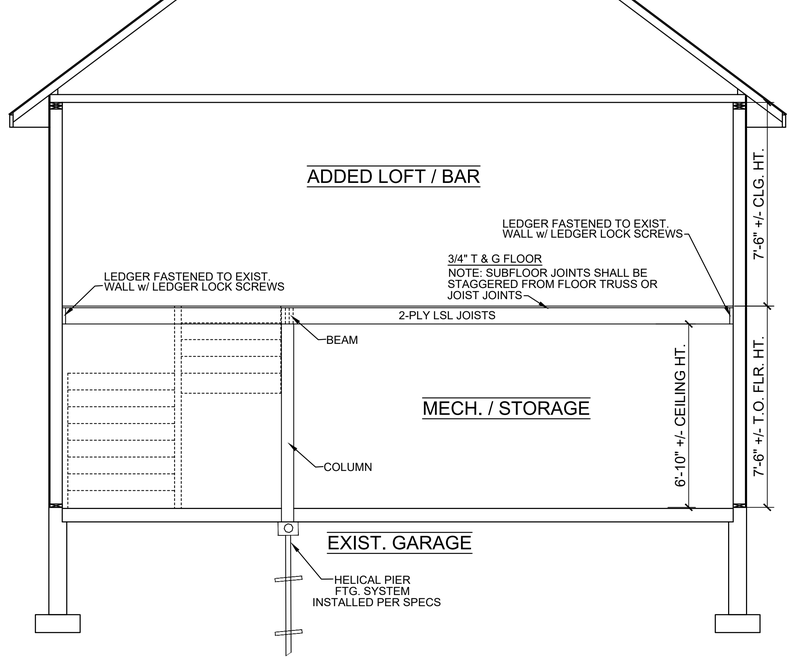
1/2" anchor bolts required
Min. 7" embedded in masonry
Max. 6' o.c. 2 per piece min.
and 12" from corners and splices.

FIRE STOP ALL SOFFITS
FIRE STOP STUD SPACES
OVER 10' & AT CEILING LINE.



3/5 PORTAL WALL DETAIL

N.T.S.



2/5 SECTION

SCALE: 3/8" = 1'-0"

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MODERNO CONSTRUCTION MANAGEMENT

PEARSON RES. - CARRIAGE HOUSE ADDITION
7998 CRESS VIEW LN.
PRIOR LAKE, MN.

PROJECT #	07-00-BUYER
AGENT:	X
BUYER S/O	
BUYER S/O	
STARTED:	X
REVISIONS:	
2-16-24 CARRIAGE	
HOUSE ADD.	
2-26-24 BID SET	
6-9-24 PERMIT SET	

SHEET 5 OF 5

CITY OF CREDIT RIVER
SCOTT COUNTY

STATE OF MINNESOTA

RESOLUTION NO. 2025-09

A RESOLUTION APPROVING A 7-FOOT FRONT YARD SETBACK VARIANCE FOR AN ACCESSORY STRUCTURE ADDITION AT 7998 CRESS VEIW LANE

WHEREAS, the City of Credit River is a Minnesota Municipal Corporation, duly organized and authorized to conduct its affairs under the laws of the State of Minnesota; and

WHEREAS, the City of Credit River received a variance application from **[**Mark Pearson**]** for a 7-foot after-the-fact variance from Section 35-3 of the Credit River City Code to allow a front yard setback of 60 feet rather than the required 67 feet.

WHEREAS, the Credit River Planning Commission held a public hearing on January 16th 2025, reviewed the application, testimony, exhibits, and other evidence presented, and recommended approval of the variance request based on the findings of fact;

WHEREAS, the Planning Commission recommends approval of the variance due to the pre-existing recorded drainage and utility easement, which constitutes a reasonable "practical difficulty" as defined by Minn. Stat. § 462.357, subd. 6; and

WHEREAS, the City Council has considered the proposed application for a conditional use permit amendment and it makes the following ***findings of fact:***

1. The garage expansion is a permitted accessory use in the RR District.
2. Variances shall only be permitted when the applicant demonstrates by factual presentation that all of the following circumstances exist, as outlined in Minn. Stat. § 462.357, subd. 6:
    a. "The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance."
        i. "Private garages and onsite parking" is a permitted accessory use in the RR District and therefore a reasonable use of the property.
    b. "The plight of the landowner is due to circumstances unique to the property not created by the landowner."
        i. The proposed location is intended to be in line with the existing garage pad, creating one continuous space and utilizing existing impervious surface coverage from the driveway. The submitted survey showing existing D&U easements does indicate a necessity to build the expansion within the front yard setback, due to the recorded drainage and utility easement.

c. “The variance, if granted, will not alter the essential character of the locality.”
    i. This property’s detached garage aligns with the use and appearance of accessory structures on neighboring properties, so an expansion would not significantly alter the character of the structure or the property. However, since the property is a corner lot, the scale of the garage expansion would be highly visible from the road.

3. This front yard setback variance does not appear injurious to the use and enjoyment of properties in the immediate vicinity for uses already permitted, nor would it substantially diminish and impair property values in the immediate vicinity.
4. This variance would not impede light and air to adjacent properties, nor would it increase the risk of fire or threats to public safety.
5. This front yard setback variance would not appear to cause any strain upon existing municipal facilities and services.
6. No negative direct or indirect fiscal impact on the City, Council, or School District is foreseen from this variance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Credit River, Minnesota, that the variance request is approved.

Adopted and approved by the City Council of the City of Credit River on a vote of ____ayes and
_____nays,_effective on the 3rd day of February 2025.

Approved:

_____
Chris Kostik, Mayor

Attested:

_____

Eric Johnson. Interim City Administrator

AGENDA ITEM NO. 7.3

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 3, 2025

SUBMITTED BY: City Admin,Administrator

ITEM TYPE: Agenda Report

AGENDA SECTION: General Business

SUBJECT: Consider - Temporary Position - Interim City Administrator and Related Agreement.

BACKGROUND: To enable a continued relationship between the city and its current Interim City Administrator, the attached document transitions the position from a CONTRACTOR to a TEMPORARY EMPLOYEE. The Agreement results little practical change between the City and the position and is expected to be cost-neutral. It clarifies liability protections through an employee relationship AND affords the City a shorter term to terminate the arrangement should a new Administrator be found promptly.

The weekly hours and hourly rate are expected to keep the City financially neutral compared to current format as it is an EXEMPT position that would not accrue over-time and as it is a temporary position - except for Federal or State mandated elements, benefits such as health care, PERA or other City identified benefits are not applicable under the City's personnel policies.

FINANCIAL IMPACT: No change

SUGGESTED ACTION: Possible Motion: Approve Agreement as presented subject to any final edits deemed necessary by the City Attorney.

ATTACHMENTS:

Temporary Full Time - Position Offer.pdf

18985 Meadow View Blvd Prior Lake, MN 55372

February 3rd, 2025

DRAFT

TO: Eric Johnson
FROM: Chris Kostick, Mayor
RE: Interim City Administrator– TEMPORARY –
FULL -TIME "POSITION OFFER" & Agreement - Dated February 3rd, 2025

Dear Mr. Johnson:

Thank you for your ability and interest in continuing in the role of Interim City Administrator. This is a vital position to assist the City through our continued transition period. The City offers you the following full-time Temporary Position subject to the following terms:

SECTION 1 - GENERAL PROVISIONS:

1.1 The position is a Temporary "Full-Time" Position at 35 hours per week and is defined as "Exempt" for purposes of FLSA and not entitled to overtime. You would be an Employee of the City and subject to the City's established Personnel Policies.

1.2 The Employee shall generally be responsible for duties as outlined in Attachment #1.

1.3 The approved wage shall be based on an hourly rate of **$92.90 per hour**. The City shall convey wages to the Employee consistent with other employees relative to when paid and making required State and Federal deductions or employee approved deductions.

1.4 This is a temporary position, health insurance, life insurance, retirement, PTO and related benefits are not applicable.

1.5 The Position shall commence effective February 3rd, 2025, and expire March 31st, 2025. The Position may work both remotely and on-site (16 hours/week minimum). The City and Employee may mutually agree to an amendment of these dates.

1.6 The City may terminate this Temporary Position with seven (7) calendar days written notice, with or without cause.

SECTION 2 - RELATING TO INDEPENDENT CONTRACTOR AGREEMENT DATED 7/1/24:

2.1 The Agreement dated 7/1/24 is terminated upon the implementation and acceptance of Temporary Position.

2.2 Except for acts of willful malfeasance, willful neglect of duty and/or willful bad faith, each as may be determined by a Minnesota court of proper jurisdiction, the City does release, holds harmless, and will defend and indemnify the Employee (formerly the Contractor) against any claims preceding the implementation and acceptance of this Temporary Position.

2.3 Following the implementation and acceptance of this Agreement the same defenses and protections shall be afforded to the Employee by the City as outlined in Section 2.2 and are in addition to what is provided in Statute relating to employee protections.

If these terms are generally acceptable to you, please sign/date below and return this to me.

Sincerely

_____Date_____
Chris Kostic, Mayor

Accepted by:

_____Date: _____
Eric Johnson, Employee

Attachment #1 to "Position Offer"

1. **RESPONSIBILITIES; SERVICES.** Contractor shall act as the Interim City Administrator during the term of this Agreement and during that time will be the chief administrative officer of the City and shall be responsible to the City Council for the proper administration of all affairs of the City. The Interim City Administrator shall have the authority and be required to:

- Serve as the Interim City Administrator under the direction of the Credit River City Council, performing all duties as required by local, state, and federal rules and regulations, and this Agreement, and other duties as assigned by the City Council including the duties of city clerk-treasurer and all operational and implementation decisions consistent with City policies and procedures.
- Attend all City Council and other meetings as needed to perform the work of the Interim City Administrator unless excused by the Mayor.
- Prepare all agenda documents for meetings of the City Council and other meetings.
- Direct the work of all City staff and assist in hiring of City staff including but not limited to a City Clerk.
- Manage all consultant contracts.
- Recommend to the City Council for adoption any and all measures the Interim City Administrator deems necessary or expedient for the health, safety or welfare of the community, or for the improvement of the City's immediate fiscal condition or long term financial sustainability.
- Execute or attest to any contracts or documents as approved by the City Council.
- Communicate with City Council, staff, consultants, and the public as appropriate during the interim period.
- Assist the City Council with the hiring process for the position of a full time city administrator, including screening applicants, performing reference checks, scheduling and participating in interviews and recommending candidates to the City Council.
- Ensure continuity of management and leadership direction in preparation for the incoming City Administrator.

AGENDA ITEM NO. 7.4

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	February 3, 2025
SUBMITTED BY:	City Admin,Administrator
ITEM TYPE:	Agenda Report
AGENDA SECTION:	General Business
SUBJECT:	City Administrator Recruitment
BACKGROUND:	It may be necessary for the City Council to hold some further discussion or possibly take formal action related to the hiring process of the CITY ADMINISTRATOR.
SUGGESTED ACTION:	Discussion and Possible Action from City Administrator Recruitment- Develop some next steps.

ATTACHMENTS:

AGENDA ITEM NO. 7.5

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 3, 2025

SUBMITTED BY: City Admin,Administrator

ITEM TYPE: Agenda Report

AGENDA SECTION: General Business

SUBJECT: Consider Setting Date - Board of Review & Equalization

BACKGROUND: The County is asking the City to identify TWO DATE options to set your LBAE. Must be held between 4/1 and 5/31.
Please see the attachment from Michael Thompson, Scott County.

NOTE: Councilmembers Markert (7/1/27) and Saterbak (7/1/25) have the approved training for the LBAE

SUGGESTED ACTION: Recommend / Set Date and Time for LBAE

ATTACHMENTS:
Local board of review and equalization.pdf

Eric Johnson

From: Thompson, Michael <MThompson@co.scott.mn.us>
Sent: Thursday, January 23, 2025 4:38 PM
To: Brian Schmidt - Blakeley; koeppbw@frontiernet.net; Joe Lambrecht - Cedar Lake; clerk@cedarlaketownship.com; supervisor2@helenatownship.com; clerk@helena-township.com; deputyclerk@helena-township.com; tom.weckman@yahoo.com; Rose Menke; john.weckman@comcast.net; Cheryl Doucette; tkornder886@gmail.com; mona.bischof@oldnational.com; chad@cmsconstructionmn.com; 'Emily Nordick'; sandcreektownship@gmail.com; Eric Johnson; Chris Kostik
Cc: Huskey, Christian
Subject: Scheduling 2025 Local Board of Appeal

Good afternoon,

I am emailing to get your LBAE meeting scheduled for 2025!

Although statute calls for the assessor to "fix a day and time" for the meeting, historically we have worked with each jurisdiction to see what works best for their board members. Please send me your jurisdiction's first and second choices for meeting date and time. In many cases the same appraiser is required to attend numerous meetings, so if they are already tied up for the desired meeting date we may have to select an alternative. Meetings must be held between April 1, and May 31.

Please also review the location information below as well. For your convenience, here is **the schedule from last year** for your reference:

THESE WERE THE 2024 DATES FOR THE LBAE MEETINGS, PROVIDED FOR REFERENCE WHEN SETTING 2025 DATES:

2024 BOARD OF APPEAL AND EQUALIZATIO

LOCAL BOARD		OPEN BOOK	2ND M
JURISDICTION	DAY	DATE	TIME
Blakeley Twp #1	Thursday	April 18, 2024	7:00 p.m.
Cedar Lake Twp #1	Thursday	April 11, 2024	6:00 p.m.
Credit River #1	Thursday	April 18, 2024	3:00 p.m.
Helena Twp #1	Wednesday	April 17, 2024	5:00 p.m.
Jackson Twp #1	Tuesday	April 9, 2024	6:30 p.m.
Louisville Twp #1	Thursday	April 25, 2024	7:00 p.m.
Sand Creek Twp #1	Wednesday	April 17, 2024	6:00 p.m.
St.Lawrence Twp #1	Tuesday	April 16, 2024	7:00 p.m.

Please let me know if you have any questions.

Thanks,

Michael Thompson

Scott County Assessor
952-496-8972

AGENDA ITEM NO. 7.6

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 3, 2025

SUBMITTED BY: Shane Nelson,Engineer

ITEM TYPE: Agenda Report

AGENDA SECTION: General Business

SUBJECT: Discuss the ordering preparation of plans and specifications for 2025 Micro-Surfacing Project.

BACKGROUND: The 2025-2029 draft CIP includes micro-surfacing of the following roads:

170th Street, Whitewood Avenue, Birch Road, Casey Parkway, Killarney Avenue, Kane Avenue, Century Court, Bonita Way, Oak Hill Circle, Oak Hill Lane, Valley View Ct, Park Lawn Ct, Woodridge Drive, 165th Street E, 167th Street E, Jennifer Lane, 180th Street E and Cleary Lake Ct.

In previous CIPs, 170th Street, Whitewood Avenue, Birch Road, Casey Parkway, and Killarney Avenue were scheduled for maintenance in 2024. However, the completion of micro-surfacing on 170th Street was not possible due to the timing of the culvert replacement and therefore the adjacent roads were also delayed until 2025.

Micro-surfacing is a surface treatment which utilizes a polymer modified asphalt emulsion with aggregate to seal and rejuvenate the pavement surface. Micro-surfacing benefits the pavement by extending the service life, sealing the surface, and providing surface friction.

FINANCIAL IMPACT: The CIP estimate is $626,040.

SUGGESTED ACTION: Motion to order preparation of plans and specifications for 2025 Micro-Surfacing Project and to direct the Finance Director to provide a recommendation of available funding sources for the project.

ALTERNATIVES: We have identified the following alternatives:

1. Do not complete micros-surfacing in 2025. This is not

recommended as it would result in deferring road maintenance.
2. Reduce the project scope if there are not sufficient funds.

ATTACHMENTS:

CIP 2025-2029 Microsurfacing Excerpt.pdf

CAPITAL IMPROVEMENT PROGRAM
Credit River, MN

2025 *thru* 2029

Department: Engineering
Useful Life: 10 Years
Category: Street Improvement

PROJECT NAME: 2025 Microsurface

DESCRIPTION

Micro-surface of the following roads: 170th Street, Whitewood Avenue, Birch Road, Casey Parkway, Killarney Avenue, Kane Avenue, Century Court, Harvest Hills Drive, Century Lane, Bonita Way, Oak Hill Circle, Oak Hill Lane, Valley Ceiw Court, Park Lawn Court, Woodridge Drive, 165th Street E, 167th Street E, 169th Street E, Jenifer Lane, 180th Street and Cleary Lake Court. Micro-Surface and Re-stripe City Hall Parking Lot.

JUSTIFICATION

Each paved street within the City is scheduled to receive preventative maintenance and structural improvements on a regulary scheduled basis such that a useful life of 30+ years can be recognized.

EXPENDITURES	2025	2026	2027	2028	2029	Total
Estimated Cost	$ 626,040					$ 626,040
Total	$ 626,040	$ -	$ -	$ -	$ -	$ 626,040

AGENDA ITEM NO. 7.7

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 3, 2025

SUBMITTED BY: Shane Nelson,Engineer

ITEM TYPE: Agenda Report

AGENDA SECTION: General Business

SUBJECT: Discuss the County Road 27 Bypass Lane Improvements

BACKGROUND:

Bypass lanes on County Road 27 at Broadview Drive and 210th Street E were identified as necessary improvements in the 2003 Alternative Urban Areawide (AUAR) study to support the projected development patterns. Past developers have made financial contributions to the City to facilitate these improvements, however, they have not previously been completed due to right-of-way constraints.

In 2023, the City entered into a Co-Operative Agreement with Scott County relating to this project. Under the terms of the Co-Operative Agreement, Scott County will obtain the necessary right-of-way for this project and the City is responsible for preparing plans and specifications, wetland permitting, advertising for bids, and entering into a construction contract.

There are a total of 6 properties affected by this project, and to date Scott County has completed settlements on 4 of the properties. It is anticipated that that the remaining property necessary will be acquired by May 2025. Therefore, in regards to timeline, the City is targeting a bid opening roughly concurrent with the right-of-way acquisition to allow for construction in 2025.

A request for proposal for Geotechnical Exploration was sent to two firms. Haugo Geotechnical responded that the locations of the soil borings would be too difficult to obtain with their equipment. Braun Intertec provided the attached proposal.

This project will impact wetlands and therefore we have prepared a Wetland Conservation Act application. We are requesting that the regulatory agencies approve wetland replacement under the Local Government Road Wetland Replacement Plan (LGRWRP) program.

The LGRWRP is a state funded program that provides wetland replacement for projects that contain wetland impacts associated with safety improvements to public roadways.

FINANCIAL IMPACT: The CIP estimate for this project is $400,000. A detailed estimate will be updated upon receipt of the Geotechnical Report, at which time the extent of any soil corrections may be determined.

SUGGESTED ACTION: Motion to approve proposal from Braun Intertec for Geotechnical Exploration with an estimated cost of $13,789 and to instruct the City Engineer to submit the Wetland Conservation Act application for wetland impacts.

ALTERNATIVES: We do not recommend any alternatives. This project has been identified as a necessary improvement to support the residential development in the surrounding area and the City has entered into a Cooperative Agreement with Scott County to construct the bypass lanes.

ATTACHMENTS:

Braun Geotech Proposal.pdf
LGRWRP_joint_appl_CR 27 Bypass Lanes_FINAL.pdf
Draft Construction Plans.pdf
AGREEMENT - BYPASS LANES.pdf

Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

January 30, 2025 Proposal QTB208725

c/o Shane Nelson, PE, City Engineer
City of Credit River
18985 Meadowview Boulevard
Prior Lake, MN 55372

Re: Proposal for a Geotechnical Services
City of Credit River CR 27 Bypass Lanes
CR 27 at the Intersections of 210th Street and Broadview Drive
Credit River, Minnesota

Dear Mr. Nelson:

Braun Intertec Corporation is pleased to submit this proposal to complete a geotechnical evaluation for the referenced site.

Project Information

Per the RFP provided by you and dated January 3,2025, we understand the proposed project will include the construction of two bypass lanes along Scott County Road (CR) 27 at the intersections of 210th Street and Broadview Drive. We assume the construction will require widening and raise in grade of up to 5 feet. Based on our experience in the area and published information from the University of Minnesota Geological Survey, we assume the site to generally consist of sandy lean clay and clayey sand glacial till near the surface.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the bypass lanes.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

The provided RFP requests for borings to be performed in the widening areas off of the existing roadway. Due to the overhead utilities observed in the proposed widening area locations, borings will need to be offset into the existing road. In that case, the site is accessible to a truck drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Staking
We will stake prospective subsurface exploration locations, as selected by you, and obtain surface elevations at those locations using GPS technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance
Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Permits
We will obtain a right-of-way permit with Scott County (County) prior to beginning our fieldwork. We assume the County will waive permit fees as we will be completing the work for the County.

We assume the County permit will include a work hour restriction within public right-of-way of 8:00 AM to 4:00 PM during weekdays and our scope and fees account for this restriction.

Traffic Control
Our work will extend into the drive lanes of CR 27 or areas with limited shoulders. Based on the reported traffic volumes, protection of our drilling crews requires warning signs and flaggers that will alert motorists to our work within the roadway. We are including fees for a subcontractor to provide 1 day of flagging in our scope of services.

Penetration Test Borings
As requested by you , we will perform four standard penetration test (SPT) borings for the project to a depth of about 14 1/2 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths if needed.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Optional Hand Auger Borings
As described earlier, SPT borings will be performed within the existing roadway due to utility conflicts. Borings performed in the roadway may not accurately represent the subsurface soils in widening areas due to previous construction projects and potential soil corrections. We propose vertically advancing hand

equipment in 6-inch increments near the requested boring locations at the bottom of the existing roadway slope to verify soil conditions prior to project letting. Depending on soil conditions and due to the manual nature of hand auger borings, maximum depths of investigation will likely be between about 5 to 10 feet. In addition, hand auger borings will not be feasible when frost is present in the subsurface soils.

We assume that 1 day with a two-person crew will be required to complete the proposed hand auger field services.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we currently do not anticipate having to seal any of the boreholes.

Upon backfilling exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, mechanical analyses (through a #200 sieve only), organic content tests, and Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings.

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses
We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

Report
We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of bypass lane embankments.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 6 to 8 weeks following receipt of written authorization.
- Field exploration – 1 day on site to complete the work.
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration.
- Preliminary results – within 1 week after completion of field exploration.
- Draft report submittal – within about 3 weeks of completion of field exploration.
- Final report submittal – within 1 week of receiving comments on the draft report.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal and the RFP on a time and materials basis for an estimated fee of $13,789, which includes up to 1 hour of post deliverable consulting time. If project planning elects our optional hand auger services, we estimate an additional fee of $2,370. We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services and have included a table below separating the RFP scope of work and our optional services.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Carter Reber (creber@braunintertec.com) at 952.995.2079.

Sincerely,

BRAUN INTERTEC CORPORATION



Carter J. Reber, EIT
Staff Engineer



Matthew P. Ruble, PE
Vice President, Principal Engineer

Attachments:
Project Proposal
General Conditions (11/4/2024)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB208725

Credit River County Road 27 Bypass Lanes

Client:	Work Site Address:	Service Description:
Credit River Township Shane Nelson 18985 Meadow View Blvd Prior Lake, MN 55372 (763) 427-5860	Scott County CR 27 and 210th Street East Prior Lake, MN 55372	Geotechincal Services

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Geotechnical Evaluation**				
Activity 1.1	**Site Layout - Staking - Utility Clearance - CADD**				**$1,089.00**
205	**Site layout and utility clearance**	4.00	Hour	110.00	$440.00
288	**Project Assistant**	1.00	Hour	95.00	$95.00
371	**CADD/Graphics Operator**	1.50	Hour	136.00	$204.00
5099	**Trimble R8 Rover (horizontal and vertical), per hour**	4.00	Each	75.00	$300.00
1862	**UTIL Trip Charge**	1.00	Each	50.00	$50.00
Activity 1.2	**Drilling Services**				**$5,700.00**
9000	**Truck Mounted Drilling Services, per hour**	8.00	Each	400.00	$3,200.00
SUB	**Subcontractor, 2-person flagging crew, per day**	1.00	Each	2,500.00	$2,500.00
Activity 1.3	**Geotechnical Soil Tests**				**$800.00**
1156	**Atterberg Limits LL and PL, Single-Point, per sample**	1.00	Each	150.00	$150.00
1166	**Loss by Washing Through #200 Sieve, per sample**	2.00	Each	95.00	$190.00
1174	**Organic Content, per sample**	4.00	Each	95.00	$380.00
1152	**Moisture content, per sample**	4.00	Each	20.00	$80.00
Activity 1.4	**Evaluation/Analysis/Reports**				**$3,830.00**
138	**Project Assistant**	2.00	Hour	95.00	$190.00
126	**Project Engineer**	14.00	Hour	180.00	$2,520.00
128	**Senior Engineer**	4.00	Hour	210.00	$840.00
125	**Project Manager**	2.00	Hour	140.00	$280.00
				Phase 1 Total:	**$11,419.00**
Phase 2	**Optional Hand Auger Borings**				
Activity 2.1	**Hand Auger Borings**				**$2,370.00**
118	**Staff Engineer**	16.00	Hour	145.00	$2,320.00
1871	**GEO Trip Charge**	1.00	Each	50.00	$50.00
				Phase 2 Total:	**$2,370.00**

Proposal Total:	**$13,789.00**

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

a. Workers' Compensation: Statutory

b. Employer's Liability: $1,000,000 bodily injury, each accident | $1,000,000 bodily injury by disease, each employee | $1,000,000 bodily injury/disease, aggregate

c. General Liability: $1,000,000 per occurrence | $2,000,000 aggregate

d. Automobile Liability: $1,000,000 combined single limit (bodily injury and property damage)

e. Excess Umbrella Liability: $5,000,000 per occurrence | $5,000,000 aggregate

f. Professional Liability: $2,000,000 per claim | $2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR $50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

County Road 27 Bypass Lanes
Credit River, Minnesota
Scott County

Local Government Road Wetland Replacement Plan
January 30, 2025



Hakanson Anderson

3601 Thurston Ave.
Anoka, MN 55303
Ph: (763) 427 – 5860
Fax: (763) 427 – 0520
www.haa-inc.com

Project Number: CT336

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Project Name and/or Number: County Road 27 Bypass Lane Road Improvements, CT336

PART ONE: Applicant Information

If applicant is an entity (company, government entity, partnership, etc.), an authorized contact person must be identified. If the applicant is using an agent (consultant, lawyer, or other third party) and has authorized them to act on their behalf, the agent's contact information must also be provided.

Applicant/Landowner Name: City of Credit River
Mailing Address: 18985 Meadow View Boulevard
Phone: 952.440.5514
E-mail Address:

Authorized Contact (do not complete if same as above): Shane Nelson, Credit River Engineer
Mailing Address: 3601 Thurston Ave., Anoka, MN 55408
Phone: 763.852.0478
E-mail Address: shanen@haa-inc.com

Agent Name: Nikki McDermond-Spies
Mailing Address: 3601 Thurston Ave., Anoka, MN 55408
Phone: 763.852.0496
E-mail Address: NikkiM@haa-inc.com

PART TWO: Site Location Information

County: **Scott** **City/Township:** **Credit River**
Parcel ID and/or Address: County Road 27
Legal Description (Section, Township, Range): **Sections 9, 30, 21, Township 114N, Range 21W**
Lat/Long (decimal degrees):
Attach a map showing the location of the site in relation to local streets, roads, highways.
Approximate size of site (acres) or if a linear project, length (feet): **4.2 acres; 3,641 linear feet**

If you know that your proposal will require an individual Permit from the U.S. Army Corps of Engineers, you must provide the names and addresses of all property owners adjacent to the project site. This information may be provided by attaching a list to your application or by using block 25 of the Application for Department of the Army permit which can be obtained at:

http://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RegulatoryDocs/engform_4345_2012oct.pdf

PART THREE: General Project/Site Information

If this application is related to a delineation approval, exemption determination, jurisdictional determination, or other correspondence submitted ***prior to*** this application then describe that here and provide the Corps of Engineers project number.

Describe the project that is being proposed, the project purpose and need, and schedule for implementation and completion. The project description must fully describe the nature and scope of the proposed activity including a description of all project elements that effect aquatic resources (wetland, lake, tributary, etc.) and must also include plans and cross section or profile drawings showing the location, character, and dimensions of all proposed activities and aquatic resource impacts.

The City of Credit River is proposing to complete roadway modifications to County Road 27. The improvement project is located within Sections 9, 30, and 21, Township 114N, Range 21W (**Figure 1**). Two bypass lanes will be added to the county road in two different locations, which will involve roadbed widening, grading of side slopes, and resurfacing. The project area consists of

approximately 4.2 acres, split between two units along County Road 27.

The project will involve 4,605 square feet (0.106 acres) of WCA regulated wetland impacts (**Attachment A**). Wetland 1 will incur a total of 3,760 square feet of impact, and Wetland 2 will incur a total of 845 square feet of impact. Wetlands were delineated in 2021, and the delineation was reviewed and approved by the Technical Evaluation Panel on October 28, 2021 (**Attachment B**).

It is anticipated that site construction begins in 2025 and will be completed during the 2025 construction season.

U.S. Army Corps of Engineers

The work is being proposed in compliance with the **Transportation Regional General Permit** under **Category II** for modifications to an existing linear transportation project. The USACE issues a Transportation RGP under this category for public transportation projects associated with the expansion, modification, improvement, or minor realignments of an existing linear transportation project. Under Category II Parts a-c, a single and complete project cannot cause the loss of greater than 1.0 acres of waters of the U.S., unless the overall project (sum of all single and complete projects) results in the loss of 3.0 acres or less. The proposed project would impact a total of 4,605 square feet (0.106 acres) of wetland habitat. With all impacts to single and complete projects measuring under 3.0 acres. Therefore, this project is eligible under Category II of the Transportation RGP. This permit application is a request for a Transportation RGP, and acceptance of the use of the BWSR transportation bank for the wetland impacts. According to the St. Paul District Compensatory Mitigation Policy for Minnesota, a replacement ratio of 2:1 can be utilized by this project, as in-place and in-advance replacement incentive will be met.

8420.0515 Special Considerations

Subp. 2. Endangered and Threatened Species

As part of the wetland permit application, review of the U.S. Fish & Wildlife Service Information for Planning and Consultation (IPaC) was completed (**Attachment D**). The review identified the following species that may occur in the project area.

Endangered: Northern Long-eared Bat
Endangered: Rusty Patched Bumble Bee
Proposed Threatened: Western Regal Fritillary
Experimental Population Non-Essential: Whooping Crane
Candidate: Monarch Butterfly

Consistency letters provided for this review state that the proposed projects actions were determined to have “no effect” for all species except for the Northern Long-eared Bat and Rusty Patch Bumble Bee with a determination of “may affect, but not likely to adversely affect” and no further coordination is necessary.

Subp. 3. Rare natural communities

A search of the MNDNR’s Natural Heritage Information System (NHIS) indicated no mapped rare natural communities in the project area.

Subp. 4. Special fish and wildlife resources

There are no wildlife refuge lands at this location. There are no fish hatcheries at this location.

Subp. 5. Archaeological, historic, or cultural resources sites

An archeological survey has not been performed at this study area for this project. This location has been historically impacted by the construction of roadway, ditches, utilities, and maintained ROW, therefore cultural and historic sites are not likely to be present.

Subp. 6. Groundwater sensitivity

Activities at the site will not have an adverse effect on groundwater quality.

Subp. 7. Sensitive surface waters

No sensitive surface waters or Outstanding Resource Value Water’s are located within the vicinity of the project. Credit River runs along the southern unit of the review area, no impacts are proposed to this watercourse.

Subp. 8. Education or research use

The project site does contain information signage that can be considered educational. All signage that is impacted by the site construction will be replaced in-kind.

Subp. 9. Consistency with other plans
The project is proposed by the City of Credit River. The proposed improvements are consistent with city plans.

Project Name and/or Number: County Road 27 Bypass Lane Road Improvements, CT336

PART FOUR: Aquatic Resource Impact[1] Summary

If your proposed project involves a direct or indirect impact to an aquatic resource (wetland, lake, tributary, etc.) identify each impact in the table below. Include all anticipated impacts, including those expected to be temporary. Attach an overhead view map, aerial photo, and/or drawing showing all of the aquatic resources in the project area and the location(s) of the proposed impacts. Label each aquatic resource on the map with a reference number or letter and identify the impacts in the following table.

Aquatic Resource ID (as noted on overhead view)	**Aquatic Resource Type** (wetland, lake, tributary etc.)	**Type of Impact** (fill, excavate, drain, or remove vegetation)	**Duration of Impact** Permanent (P) or Temporary (T)[1]	**Size of Impact**[2]	**Overall Size of Aquatic Resource** [3]	**Existing Plant Community Type(s)** in Impact Area[4]	**County, Major Watershed #, and Bank Service Area #** of Impact Area[5]
1	Wetland	Fill	P	0.09	0.22	Fresh Wet Meadow	Scott, 33, 9
2	Wetland	Fill	P	0.02	0.03	Fresh Wet Meadow	Scott, 33, 9
Watercourse 2	Watercourse	Fill	P		117 SF	N/A	Scott, 33, 9

[1]If impacts are temporary; enter the duration of the impacts in days next to the "T". For example, a project with a temporary access fill that would be removed after 220 days would be entered "T (220)".
[2]Impacts less than 0.01 acre should be reported in square feet. Impacts 0.01 acre or greater should be reported as acres and rounded to the nearest 0.01 acre. Tributary impacts must be reported in linear feet of impact and an area of impact by indicating first the linear feet of impact along the flowline of the stream followed by the area impact in parentheses). For example, a project that impacts 50 feet of a stream that is 6 feet wide would be reported as 50 ft (300 square feet).
[3]This is generally only applicable if you are applying for a de minimis exemption under MN Rules 8420.0420 Subp. 8, otherwise enter "N/A".
[4]Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* 3rd Ed. as modified in MN Rules 8420.0405 Subp. 2.
[5]Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.

If any of the above identified impacts have already occurred, identify which impacts they are and the circumstances associated with each: N/A

PART FIVE: Applicant Signature

☐ Check here if you are requesting a pre-application consultation with the Corps and LGU based on the information you have provided. Regulatory entities will not initiate a formal application review if this box is checked.

By signature below, I attest that the information in this application is complete and accurate. I further attest that I possess the authority to undertake the work described herein.

Signature: _____ Date:

I hereby authorize Nikki McDermond-Spies to act on my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this application.

[1] The term "impact" as used in this joint application form is a generic term used for disclosure purposes to identify activities that may require approval from one or more regulatory agencies. For purposes of this form it is not meant to indicate whether or not those activities may require mitigation/replacement.

Project Name and/or Number: County Road 27 Bypass Lane Road Improvements, CT336

Attachment C
Avoidance and Minimization

Project Purpose, Need, and Requirements. Clearly state the purpose of your project and need for your project. Also include a description of any specific requirements of the project as they relate to project location, project footprint, water management, and any other applicable requirements. Attach an overhead plan sheet showing all relevant features of the project (buildings, roads, etc.), aquatic resource features (impact areas noted) and construction details (grading plans, storm water management plans, etc.), referencing these as necessary:

The City of Credit River is proposing to add bypass lanes to County Road 27. The improvement project is located within Sections 9, 30, and 21, Township 114N, Range 21W (**Figure 1**). Two bypass lanes will be added to the county road in two different sections, which will involve roadbed widening, grading of side slopes, and resurfacing. The bypass lanes are necessary for safety purposes. There has been increased residential development in the area, which results in increased turning movements. The bypass lanes are a safety improvement which allows vehicles to safely pass stopped or slowing vehicles which are making a left-hand turn movement. The bypass lanes increase safety by reducing the number of rear-end collisions. The bypass lanes included in this project were identified as necessary improvements in the Credit River Township Growth Area Alternative Urban Areawide Review (AUAR), prepared in 2003 by Scott County to support the new residential growth (**Attachment C**). The project area consists of approximately 4.2 acres, split between two units along County Road 27.

The project will involve 4,605 square feet (0.106 acres) of WCA regulated wetland impacts (**Attachment A**). Wetlands were delineated in 2021, and the delineation was reviewed and approved by the Technical Evaluation Panel on October 28, 2021 (**Attachment B**).

It is anticipated that site construction will be completed during the 2025 construction season.

Avoidance. Both the CWA and the WCA require that impacts to aquatic resources be avoided if practicable alternatives exist. Clearly describe all on-site measures considered to avoid impacts to aquatic resources and discuss at least two project alternatives that avoid all impacts to aquatic resources on the site. These alternatives may include alternative site plans, alternate sites, and/or not doing the project. Alternatives should be feasible and prudent (see MN Rules 8420.0520 Subp. 2 C). Applicants are encouraged to attach drawings and plans to support their analysis:

The following discussion demonstrates that there are no feasible and prudent alternatives available that would completely avoid, or further minimize wetland impacts while achieving the project purpose and requirements.

No-Build Alternative

A no-build alternative would result in no improvements being made to County Road 27 and would result in a failure to meet the purpose and need of the proposed project. No action by the City would result in County Road 27 remaining in current condition and therefore would continue to perpetuate increased risks to vehicle traffic. The bypass lanes are necessary due to the presence of existing City street connections to the County Road and the increased traffic volumes.

Complete Avoidance Alternative

A reconstruction plan that would completely avoid impacts to wetlands was considered, but is not feasible, and would result in the failure to meet the purpose and need of the proposed project. The complete avoidance of wetlands would require that the road width would remain as is and therefore would not provide the necessary safety improvements.

Minimization. Both the CWA and the WCA require that all unavoidable impacts to aquatic resources be minimized to the greatest extent practicable. Discuss all features of the proposed project that have been modified to minimize the impacts to water resources (see MN Rules 8420.0520 Subp. 4):

The applicant has considered minimizing wetland impacts to the extent practicable without compromising safety. Several options were considered for slope grading to minimize wetland impacts. Maximizing the length of recoverable slopes (along the road) at 4:1 per clear zone guidelines was initially considered, however, that alternative resulted in additional wetland impacts. Therefore, to further minimize wetland impact, the in-slope was revised to provide a 4:1 slope from the shoulder edge to the edge of the clear zone as required by safety standards, and a 3:1 slope was added at the clear zone limit of 30 feet from edge of driving lane. This 4:1-3:1 slope (also known as a “barn roof” slope) minimizes wetland impacts to the maximum extent practical. Slopes steeper

than 4:1 are considered “non-recoverable” slopes and therefore are not allowed within the clear zone in accordance with current safety standards.

Off-Site Alternatives. An off-site alternatives analysis is not required for all permit applications. If you know that your proposal will require an individual permit (standard permit or letter of permission) from the U.S. Army Corps of Engineers, you may be required to provide an off-site alternatives analysis. The alternatives analysis is not required for a complete application but must be provided during the review process in order for the Corps to complete the evaluation of your application and reach a final decision. Applicants with questions about when an off-site alternatives analysis is required should contact their Corps Project Manager.

Offsite alternatives are not applicable to this project.

Project Name and/or Number: County Road 27 Bypass Lane Road Improvements, CT336

Attachment E

Local Government Road Wetland Replacement Program (LGRWRP) Eligibility Application Form for WCA-Regulated Impacts Only

This attachment must be completed by local government road authorities (county, city, township) who wish to use the LGRWRP for satisfying state and federal wetland replacement requirements for qualifying road reconstruction, rehabilitation, or replacement projects. Instructions on how to prepare an application for the LGRWRP, the process, and the benefits of the program can be found here.

The local road authority must complete this attachment, obtain signatures from the local WCA Technical Evaluation Panel (TEP), and provide the complete application form and attachments to the Board of Water and Soil Resources (BWSR) Wetland Bank Administration. Your entire application must also be submitted to the U.S. Army Corps of Engineers if you want the LGRWRP to satisfy any federal wetland replacement requirements.

U.S. Army Corps of Engineers Permit Number (if already assigned and known):

1) Explain how your project is a repair, rehabilitation, reconstruction, or replacement of a currently serviceable road to meet state/federal design or safety standards/requirements. You should describe current road conditions and deficiencies and how the project will rectify them. Also identify and describe project design features that minimize impacts to wetlands. Attach supporting documents and information as applicable.

   Generally, the existing road County Road 27 consists of 12' drive lanes in either direction. There is currently a southbound right turn lane at the intersection of Broadview Drive and there is also a northbound right turn lane at the intersection of 210th Street E. However, there is not a northbound bypass lane at the intersection of Broadview Drive nor is there a southbound bypass lane at the intersection of 210th Street E. The bypass lanes at these intersections were identified as necessary improvements in the 2003 Alternative Urban Areawide Review to provide the necessary safety improvements for the new residential development (**Attachment C**).

   Two bypass lanes will be added to the county road – one at Broadview Drive and one at 210th Street E, which will involve road bed widening, grading of side slopes, and resurfacing. The bypass lanes are necessary for safety purposes. There has been increased residential development in the area, which results in increased turning movements. The bypass lanes are a safety improvement which allows vehicles to safely pass stopped or slowing vehicles which are making a left-hand turn movement. The bypass lanes increase safety by reducing the number of rear-end collisions.

   In order to minimize wetland impacts while the meeting the project purpose and need, the in-slope was revised to provide a 4:1 slope from the shoulder edge to the edge of the clear zone as required by safety standards, and a 3:1 slope was added at the clear zone limit of 30 feet from edge of driving lane which extends to the match point with existing ground. This 4:1-3:1 slope (also known as a "barn roof" slope) minimizes wetland impacts to the maximum extent practical.

2) Provide a map, plan, and/or aerial photograph accurately depicting wetland boundaries within the project area. Attach a delineation/determination report or otherwise explain the method(s) used to identify and delineate wetlands. Also attach and discuss any type of review or approval of wetland boundaries or other aspects of the project by a member or members of the local Technical Evaluation Panel (TEP) or Corps of Engineers.

   Please see attached documents. An on-site wetland delineation was completed for the project corridor in 2021, for the purpose of identification, classification, and boundary determinations of wetland basins following the 1987 U.S. Army Corps of Engineers Wetlands Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0). The delineation identified two wetland basins within the project area, one public waters course and one unnamed water course. Copies of the wetland delineation report are available upon request. The delineation was reviewed and approved by the Technical Evaluation Panel on October 28, 2021 (**Attachment B**).

3) Discuss the feasibility of providing onsite compensatory mitigation/replacement for important site-specific wetland functions:

Onsite mitigation is not feasible due to the linear nature of the project site. The bulk of the right-of-way corridor will be required for the road structure and ditch in-slope grading. Therefore, in upland areas there is not sufficient property to over excavate to create wetlands onsite within the right-of-way.

In the table below, identify **only wetland impacts from Part 4 that are regulated by WCA** and qualify for the LGRWRP. Wetland impacts regulated by WCA are any wetland areas that are drained or filled, any permanently or semi-permanently flooded wetland areas that are excavated, and any wetland areas that are excavated and converted to a nonwetland, deepwater habitat. Consult the TEP if you are unsure what wetland impacts are regulated by WCA.

Each impact type should be identified separately **(i.e. Fill, Drain, Excavation are three separate impact types).**

Wetland Impact ID (same as noted in **Part 4** and on overhead view)	**Type of Impact** (fill, excavate, or drain) – *Choose only one per line*	**Size of Impact** (square feet or acres to 0.01)	**Existing Plant Community Type(s)** in Impact Area[1] – *Choose only one per line*	**County, Major Watershed #, and Bank Service Area #** of Impact[2]
1	Fill	3760 SF	Fresh Wet Meadow	Scott, 33, 9
2	Fill	845 SF	Fresh Wet Meadow	Scott, 33, 9
	TOTAL	**4,605 SF**		

[1]Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* as modified in MN Rules 8420.0405 Subp. 2.

[2] Maps of Major Watersheds and Bank Service Areas can be found here or refer to maps in MN Rules 8420.0522 Subp

Project Name and/or Number: County Road 27 Turn Lane Road Improvement Project, CT336

Road Authority Signature: By signature below, the road authority attests that they have followed the process in MN Rules 8420.0544 and have determined that the wetland impacts identified in Attachment E are regulated by the MN WCA and eligible for the MN Local Government Road Wetland Replacement Program.

Local Road Authority Representative Name: Employer:

Signature: _____ Date:

Technical Evaluation Panel Concurrence:

By signing below, TEP members attest that each wetland impact listed in Attachment E is regulated by WCA and meets eligibility requirements for replacement by the LGRWRP.

LGU TEP Member Name: Nikki McDermond-Spies LGU Name: City of Credit River

Signature: _____ Date:

Check here ☐ if LGU and SWCD TEP member are one in the same and leave SWCD TEP member blank.

SWCD TEP Member Name: SWCD Name:

Signature: _____ Date:

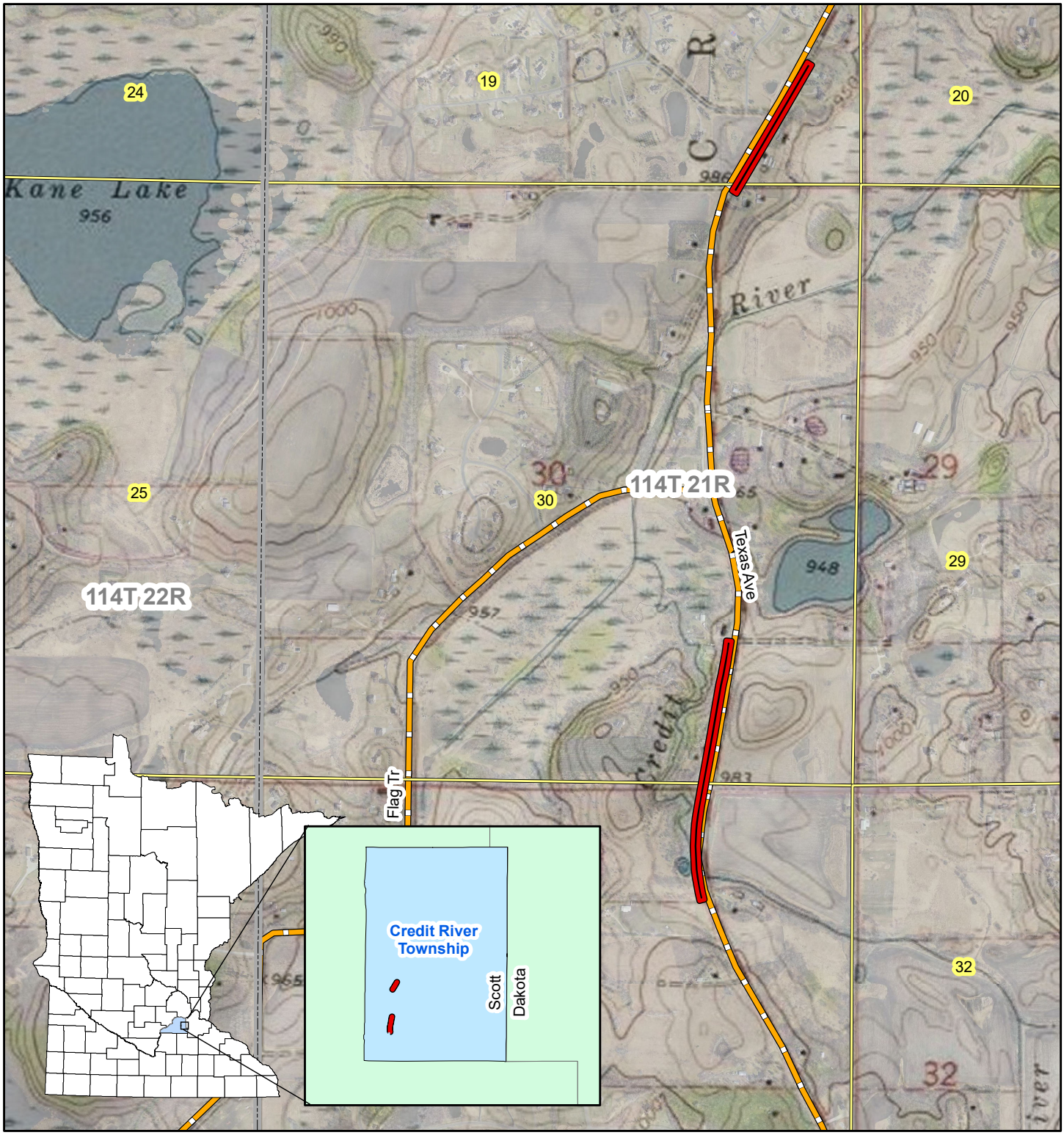
BWSR TEP Member Name:

Signature: _____ Date:

DNR TEP Member Name:

Signature: _____ Date:

Figures



Date: 12/8/2021

0 650 1,300 2,600

Feet

N W E S

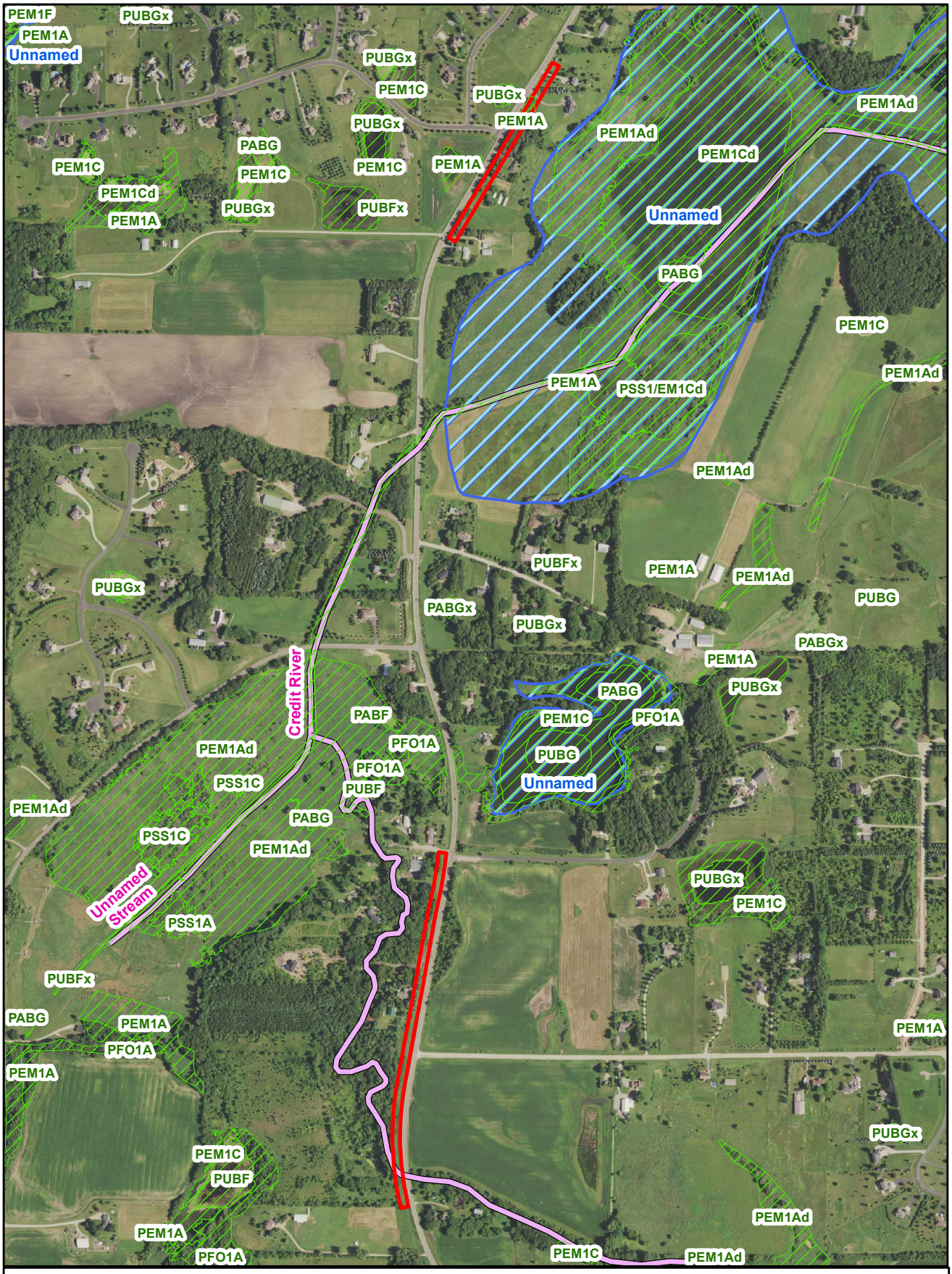
Hakanson Anderson

Legend

- Review Area
- Town-Range Boundaries
- Section

Figure 1

Project Location



Date: 12/7/2021

N
W E
S

Hakanson Anderson

Legend

- Review Area
- NWI Wetlands
- PWI Watercourse
- PWI Basin

Figure 2

Water Resource Mapping

Attachment A: Wetland Impact Exhibit

LEGEND

- PROPOSED TURN LANE
- PROPOSED WETLAND FILL
- PROPOSED WATERCOURSE FILL
- EXISTING PROPERTY LINE / RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EASEMENT LINE
- CONSTRUCTION LIMITS
- DELINEATED WETLAND

BROADVIEW DRIVE

TEXAS AVENUE (CSAH 27)

TEXAS AVENUE (CSAH 27)

7869
955.28
CPP 30

2
974.36
CP

50

4" PERFORATED PIPE W/ CONCRETE HEADWALL

117 SF PROPOSED WATERCOURSE FILL

7855
960.24
CPP 30 INTO RCP

TEMPORARY CONSTRUCTION EASEMENT

Wetland 2

845 SF PROPOSED WETLAND FILL

CONSTRUCTION LIMITS

EXTEND EXISTING 30" RCP 30LF (INCL. 1 FES)

PROPOSED RIGHT-OF-WAY

PROPOSED DRAINAGE AND UTILITY EASEMENT

20 0 20 40
SCALE IN FEET

DATE	REVISION

Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
www.hakanson-anderson.com

COUNTY ROAD 27 TURN LANE ROAD IMPROVEMENT PROJECT

WETLAND IMPACT EXHIBIT

CR 27 & BROADVIEW BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

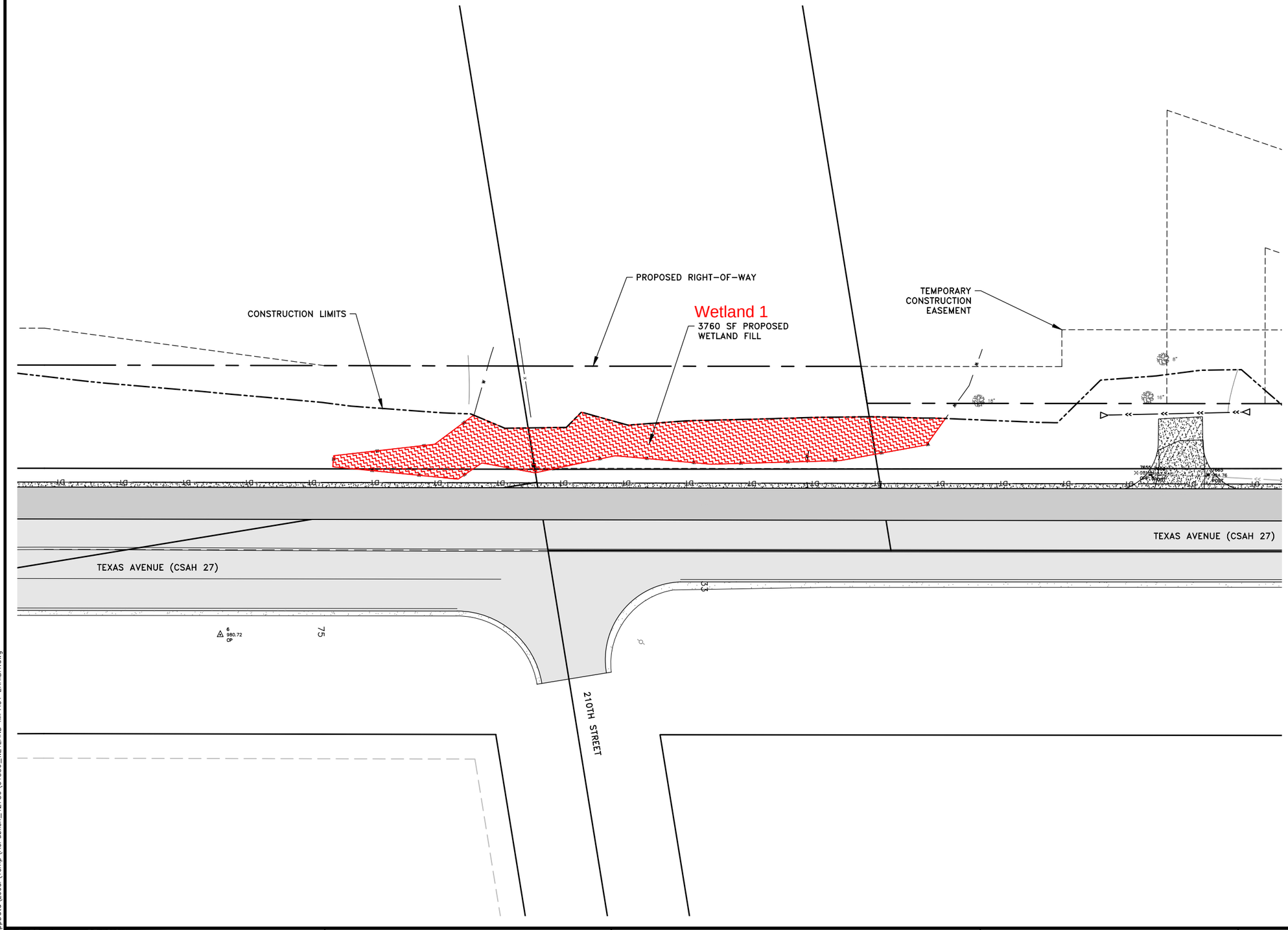
SHEET 1 OF 2 SHEETS

CT336

Jan 09, 2025 - 4:17pm
C:\Users\AlexW\AppData\Local\Temp\AcPublish_42780\CT336_WETLAND IMPACT EXHIBIT.dwg

LEGEND

- PROPOSED TURN LANE
- PROPOSED WETLAND FILL
- EXISTING PROPERTY LINE / RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EASEMENT LINE
- CONSTRUCTION LIMITS
- DELINEATED WETLAND



20 0 20 40
SCALE IN FEET

DATE	REVISION

Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
www.hakanson-anderson.com

COUNTY ROAD 27 TURN LANE ROAD IMPROVEMENT PROJECT

WETLAND IMPACT EXHIBIT

CR 27 & 210TH STREET BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET 2 OF 2 SHEETS

CT336

Jan 09, 2025 - 4:17pm
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Attachment B: 2021 Wetland Delineation Notice of Decision

BOARD OF WATER AND SOIL RESOURCES

Minnesota Wetland Conservation Act
Notice of Decision

Local Government Unit: Credit River Township	**County:** Scott
Applicant Name: Shane Nelson – Credit River Engineer	**Applicant Representative:** Matt Danzl- HAI
Project Name: County Road 27 Turn Lanes	**LGU Project No. (if any):** CT336
Date Complete Application Received by LGU: 12/20/21	
Date of LGU Decision: 1/18/2022	
Date this Notice was Sent: 1/18/2022	

WCA Decision Type - check all that apply

☒ Wetland Boundary/Type ☐ Sequencing ☐ Replacement Plan ☐ Bank Plan (not credit purchase)
☐ No-Loss (8420.0415) ☐ Exemption (8420.0420)
Part: ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G ☐ H Subpart: ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9

Replacement Plan Impacts (replacement plan decisions only)

Total WCA Wetland Impact Area:
Wetland Replacement Type: ☐ Project Specific Credits: ☐ Bank Credits:
Bank Account Number(s):

Technical Evaluation Panel Findings and Recommendations (attach if any)

☒ Approve ☐ Approve w/Conditions ☐ Deny ☐ No TEP Recommendation

LGU Decision

☐ Approved with Conditions (specify below)[1] ☒ Approved[1] ☐ Denied
List Conditions:

Decision-Maker for this Application: ☒ Staff ☐ Governing Board/Council ☐ Other:

Decision is valid for: ☒ 5 years (default) ☐ Other (specify):

[1] *Wetland Replacement Plan approval is not valid until BWSR confirms the withdrawal of any required wetland bank credits. For project-specific replacement a financial assurance per MN Rule 8420.0522, Subp. 9 and evidence that all required forms have been recorded on the title of the property on which the replacement wetland is located must be provided to the LGU for the approval to be valid.*

LGU Findings – Attach document(s) and/or insert narrative providing the basis for the LGU decision[1].

☒ Attachment(s) (specify):
☒ Summary: **Two wetlands and two watercourses were delineated in the project area. The TEP reviewed the boundary on 10/28/21 and didn't require changes.**

Water Resource	Size (ac) Within Review Area	Circular 39 Type
Wetland 1	0.22	2
Wetland 2	0.03	2
Watercourse 1	0.03 (430 SF; 32 LF)	N/A
Watercourse 2	0.00 (173 SF; 42 LF)	N/A

[1] *Findings must consider any TEP recommendations.*

Attached Project Documents

☒ Site Location Map ☒ Project Plan(s)/Descriptions/Reports (specify):

Appeals of LGU Decisions

If you wish to appeal this decision, you must provide a written request within 30 calendar days of the date you received the notice. All appeals must be submitted to the Board of Water and Soil Resources Executive Director along with a check payable to BWSR for $500 *unless* the LGU has adopted a local appeal process as identified below. The check must be sent by mail and the written request to appeal can be submitted by mail or e-mail. The appeal should include a copy of this notice, name and contact information of appellant(s) and their representatives (if applicable), a statement clarifying the intent to appeal and supporting information as to why the decision is in error. Send to:

Appeals & Regulatory Compliance Coordinator
Minnesota Board of Water & Soils Resources
520 Lafayette Road North
St. Paul, MN 55155
travis.germundson@state.mn.us

Does the LGU have a local appeal process applicable to this decision?

☐ Yes[1] ☒ No

[1]*If yes, all appeals must first be considered via the local appeals process.*

Local Appeals Submittal Requirements (LGU must describe how to appeal, submittal requirements, fees, etc. as applicable)

Notice Distribution (include name)

Required on all notices:

☒ SWCD TEP Member: Collin Schoenecker	☒ BWSR TEP Member: Ben Carlson
☒ LGU TEP Member (if different than LGU contact):	
☐ DNR Representative: Melissa Collins	
☒ Watershed District or Watershed Mgmt. Org.: Vanessa Strong	
☐ Applicant:	☐ Agent/Consultant:

Optional or As Applicable:

☐ Corps of Engineers:	
☐ BWSR Wetland Mitigation Coordinator (required for bank plan applications only):	
☐ Members of the Public (notice only):	☐ Other:

Signature:	Date: 1/18/2022

This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.



0 95 190 380 Feet

Hakanson Anderson

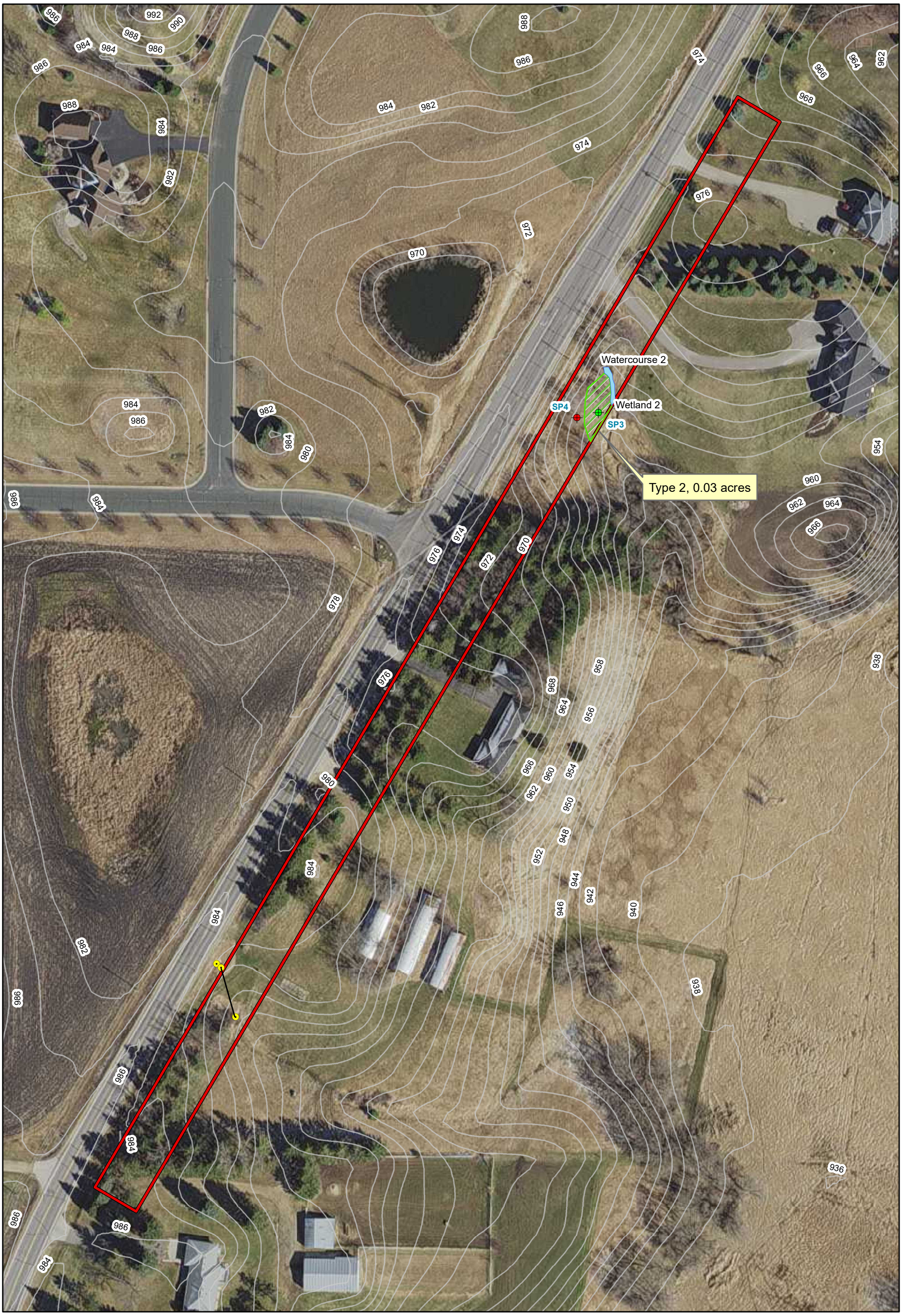
Date: 12/8/2021

Legend

- Review Area
- LiDAR Contours
- Wetland Sample Point
- Upland Sample Point
- Culvert
- Watercourse
- Wetland

Figure 4a (South Unit)

Delineation Figure & LiDAR



0 50 100 200 Feet

N W E S

Hakanson Anderson

Date: 12/8/2021

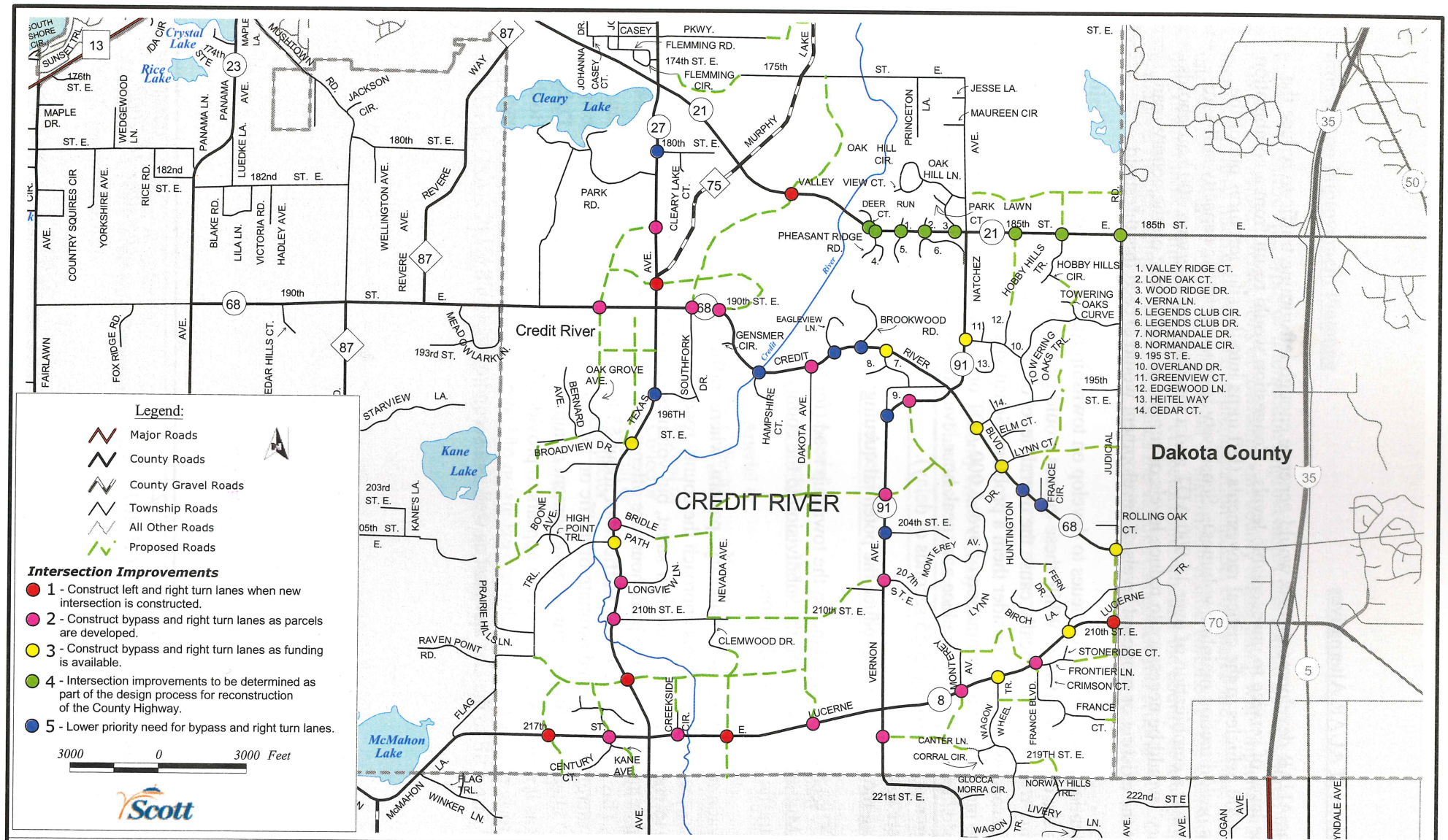
Legend

- Review Area
- LiDAR Contours
- Wetland Sample Point
- Upland Sample Point
- Culvert
- Watercourse
- Wetland

Figure 4b (North Unit)

Delineation Figure & LiDAR

Attachment C: 2003 AUAR Exhibit Identifying Bypass Lanes



Notes:

-Urban expansion area intersections along CSAH 27 (north of CSAH 21) have not been included in this analysis.

-If intersection is not colored, and if the intersection is not in the urban expansion area, no improvements are necessary at this time.

-Bypass lanes should not be installed at a 4-way intersection without further study at the intersection.

Intersection Improvement Plan
Credit River Township Residential AUAR
Traffic Impact Analysis
Scott County

DRAFT DRAFT

Date: 09/12/2002	This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the areas show, and is to be used for reference purposes only. Scott County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact the Scott County Surveyors Office.
Division: Public Works	
Department: Transportation	
Location: s:/localgis/departments/transportation/projects/cre_intersection_improvements.apr	

Figure 9

Attachment D: U.S. FWS Species List and Consistency Letters

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Minnesota-Wisconsin Ecological Services Field Office
3815 American Blvd East
Bloomington, MN 55425-1659
Phone: (952) 858-0793

In Reply Refer To: 01/07/2025 14:07:42 UTC
Project Code: 2025-0038933
Project Name: CR 27 Turn Lanes (CT336)

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

This response has been generated by the Information, Planning, and Conservation (IPaC) system to provide information on natural resources that could be affected by your project. The U.S. Fish and Wildlife Service (Service) provides this response under the authority of the Endangered Species Act of 1973 (16 U.S.C. 1531-1543), the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d), the Migratory Bird Treaty Act (16 U.S.C. 703-712), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*).

Threatened and Endangered Species
The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and may be affected by your proposed project. The species list fulfills the requirement for obtaining a Technical Assistance Letter from the U.S. Fish and Wildlife Service under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

Consultation Technical Assistance
Please refer to refer to our Section 7 website for guidance and technical assistance, including step-by-step instructions for making effects determinations for each species that might be present and for specific guidance on the following types of projects: projects in developed areas, HUD, CDBG, EDA, USDA Rural Development projects, pipelines, buried utilities, telecommunications, and requests for a Conditional Letter of Map Revision (CLOMR) from FEMA.

We recommend running the project (if it qualifies) through our **Minnesota-Wisconsin Federal Endangered Species Determination Key (Minnesota-Wisconsin ("D-key"))**. A demonstration video showing how-to access and use the determination key is available. Please note that the Minnesota-Wisconsin D-key is the third option of 3 available d-keys. D-keys are tools to help Federal agencies and other project proponents determine if their proposed action has the potential to adversely affect federally listed species and designated critical habitat. The Minnesota-Wisconsin D-key includes a structured set of questions that assists a project proponent in determining whether a proposed project qualifies for a certain predetermined consultation outcome for all federally listed species found in Minnesota and Wisconsin (except for the northern long-eared bat- see below), which includes determinations of “no effect” or “may affect, not likely to adversely affect." In each case, the Service has compiled and analyzed the best available information on the species’ biology and the impacts of certain activities to support these determinations.

If your completed d-key output letter shows a "No Effect" (NE) determination for all listed species, print your IPaC output letter for your files to document your compliance with the Endangered Species Act.

For Federal projects with a “Not Likely to Adversely Affect” (NLAA) determination, our concurrence becomes valid if you do not hear otherwise from us after a 30-day review period, as indicated in your letter.

If your d-key output letter indicates additional coordination with the Minnesota-Wisconsin Ecological Services Field Office is necessary (i.e., you get a “May Affect” determination), you will be provided additional guidance on contacting the Service to continue ESA coordination outside of the key; ESA compliance cannot be concluded using the key for “May Affect” determinations unless otherwise indicated in your output letter.

Note: Once you obtain your official species list, you are not required to continue in IPaC with d-keys, although in most cases these tools should expedite your review. If you choose to make an effects determination on your own, you may do so. If the project is a Federal Action, you may want to review our section 7 step-by-step instructions before making your determinations.

Using the IPaC Official Species List to Make No Effect and May Affect Determinations for Listed Species

1. If IPaC returns a result of “There are no listed species found within the vicinity of the project,” then project proponents can conclude the proposed activities will have **no effect** on any federally listed species under Service jurisdiction. Concurrence from the Service is not required for **no effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records.
2. If IPaC returns one or more federally listed, proposed, or candidate species as potentially present in the action area of the proposed project – other than bats (see below) – then project proponents must determine if proposed activities will have **no effect** on or **may affect** those species. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain Life History Information for Listed and Candidate Species on our office website. If no impacts will occur to a species on the IPaC species list (e.g., there is no habitat present in the project area), the appropriate determination is **no effect**. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records.

3. Should you determine that project activities **may affect** any federally listed, please contact our office for further coordination. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

Northern Long-Eared Bats
Northern long-eared bats occur throughout Minnesota and Wisconsin and the information below may help in determining if your project may affect these species.

Suitable summer habitat for northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥3 inches dbh for northern long-eared bat that have exfoliating bark, cracks, crevices, and/or hollows), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of forested/wooded habitat. Northern long-eared bats have also been observed roosting in human-made structures, such as buildings, barns, bridges, and bat houses; therefore, these structures should also be considered potential summer habitat and evaluated for use by bats. If your project will impact caves or mines or will involve clearing forest or woodland habitat containing suitable roosting habitat, northern long-eared bats could be affected. For bat activity dates, please review Appendix L in the Range-wide Indiana Bat and Northern Long-Eared Bat Survey Guidelines.

Examples of unsuitable habitat include:

- Individual trees that are greater than 1,000 feet from forested or wooded areas,
- Trees found in highly developed urban areas (e.g., street trees, downtown areas),
- A pure stand of less than 3-inch dbh trees that are not mixed with larger trees, and
- A monoculture stand of shrubby vegetation with no potential roost trees.

If IPaC returns a result that northern long-eared bats are potentially present in the action area of the proposed project, project proponents can conclude the proposed activities **may affect** this species **IF** one or more of the following activities are proposed:

- Clearing or disturbing suitable roosting habitat, as defined above, at any time of year,
- Any activity in or near the entrance to a cave or mine,
- Mining, deep excavation, or underground work within 0.25 miles of a cave or mine,
- Construction of one or more wind turbines, or
- Demolition or reconstruction of human-made structures that are known to be used by bats based on observations of roosting bats, bats emerging at dusk, or guano deposits or stains.

If none of the above activities are proposed, project proponents can conclude the proposed activities will have **no effect** on the northern long-eared bat. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC

species list report for your records.

If any of the above activities are proposed, and the northern long-eared bat appears on the user's species list, the federal project user will be directed to either the northern long-eared bat and tricolored bat range-wide D-key or the Federal Highways Administration, Federal Railways Administration, and Federal Transit Administration Indiana bat/Northern long-eared bat D-key, depending on the type of project and federal agency involvement. Similar to the Minnesota-Wisconsin D-key, these d-keys helps to determine if prohibited take might occur and, if not, will generate an automated verification letter. Additional information about available tools can be found on the Service's northern long-eared bat website.

Whooping Crane
Whooping crane is designated as a non-essential experimental population in Wisconsin and consultation under Section 7(a)(2) of the Endangered Species Act is only required if project activities will occur within a National Wildlife Refuge or National Park. If project activities are proposed on lands outside of a National Wildlife Refuge or National Park, then you are not required to consult. For additional information on this designation and consultation requirements, please review "Establishment of a Nonessential Experimental Population of Whooping Cranes in the Eastern United States."

Other Trust Resources and Activities
Bald and Golden Eagles - Although the bald eagle has been removed from the endangered species list, this species and the golden eagle are protected by the Bald and Golden Eagle Act and the Migratory Bird Treaty Act. It is the responsibility of the project proponent to survey the area for any migratory bird nests. If there is an eagle nest on-site while work is on-going, eagles may be disturbed. We recommend avoiding and minimizing disturbance to eagles whenever practicable. If you cannot avoid eagle disturbance, you may seek a permit. A nest take permit is always required for removal, relocation, or obstruction of an eagle nest. For communication and wind energy projects, please refer to additional guidelines below.

Migratory Birds - The Migratory Bird Treaty Act (MBTA) prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by the Service. The Service has the responsibility under the MBTA to proactively prevent the mortality of migratory birds whenever possible and we encourage implementation of recommendations that minimize potential impacts to migratory birds. Such measures include clearing forested habitat outside the nesting season (generally March 1 to August 31) or conducting nest surveys prior to clearing to avoid injury to eggs or nestlings.

Communication Towers - Construction of new communications towers (including radio, television, cellular, and microwave) creates a potentially significant impact on migratory birds, especially some 350 species of night-migrating birds. However, the Service has developed voluntary guidelines for minimizing impacts.

Transmission Lines - Migratory birds, especially large species with long wingspans, heavy bodies, and poor maneuverability can also collide with power lines. In addition, mortality can occur when birds, particularly hawks, eagles, kites, falcons, and owls, attempt to perch on uninsulated or unguarded power poles. To minimize these risks, please refer to guidelines developed by the Avian Power Line Interaction Committee and the Service. Implementation of these measures is especially important along sections of lines adjacent to wetlands or other areas that support large numbers of raptors and migratory birds.

Wind Energy - To minimize impacts to migratory birds and bats, wind energy projects should follow the Service's Wind Energy Guidelines. In addition, please refer to the Service's Eagle Conservation Plan Guidance, which provides guidance for conserving bald and golden eagles in the course of siting, constructing, and operating wind energy facilities.

State Department of Natural Resources Coordination
While it is not required for your Federal section 7 consultation, please note that additional state endangered or threatened species may also have the potential to be impacted. **Please contact the Minnesota or Wisconsin Department of Natural Resources for information on state listed species that may be present in your proposed project area.**

Minnesota
Minnesota Department of Natural Resources - Endangered Resources Review Homepage
Email: Review.NHIS@state.mn.us

Wisconsin
Wisconsin Department of Natural Resources - Endangered Resources Review Homepage
Email: DNRERReview@wi.gov

We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Minnesota-Wisconsin Ecological Services Field Office
3815 American Blvd East
Bloomington, MN 55425-1659
(952) 858-0793

PROJECT SUMMARY

Project Code: 2025-0038933
Project Name: CR 27 Turn Lanes (CT336)
Project Type: Road/Hwy - Maintenance/Modification
Project Description: The City of Credit River is proposing to complete reconstruction improvements to turn lanes on County Road 27. The improvement project is located within Sections 9, 30, and 21, Township 114N, Range 21W. Two turn lanes are being added to the county road in two different sections, which includes road widening, grading of side slopes, and resurfacing.

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@44.66110325,-93.3822057749359,14z



Counties: Scott County, Minnesota

ENDANGERED SPECIES ACT SPECIES

There is a total of 5 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Northern Long-eared Bat *Myotis septentrionalis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered

BIRDS

NAME	STATUS
Whooping Crane *Grus americana* Population: U.S.A. (AL, AR, CO, FL, GA, ID, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, NM, OH, SC, TN, UT, VA, WI, WV, western half of WY) No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/758	Experimental Population, Non-Essential

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Rusty Patched Bumble Bee *Bombus affinis* There is **proposed** critical habitat for this species. Your location overlaps the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9383 General project design guidelines: https://ipac.ecosphere.fws.gov/project/ZEXA6W2N6REZNPC4ILNH3G76IY/documents/generated/5967.pdf	Endangered
Western Regal Fritillary *Argynnis idalia occidentalis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/12017	Proposed Threatened

CRITICAL HABITATS

There is 1 critical habitat wholly or partially within your project area under this office's jurisdiction.

NAME	STATUS
Rusty Patched Bumble Bee *Bombus affinis* https://ecos.fws.gov/ecp/species/9383#crithab	Proposed

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act[1] and the Migratory Bird Treaty Act[2].

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats[3], should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

---

1. The Bald and Golden Eagle Protection Act of 1940.
2. The Migratory Birds Treaty Act of 1918.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to Bald Eagle Nesting and Sensitivity to Human Activity

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper

Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

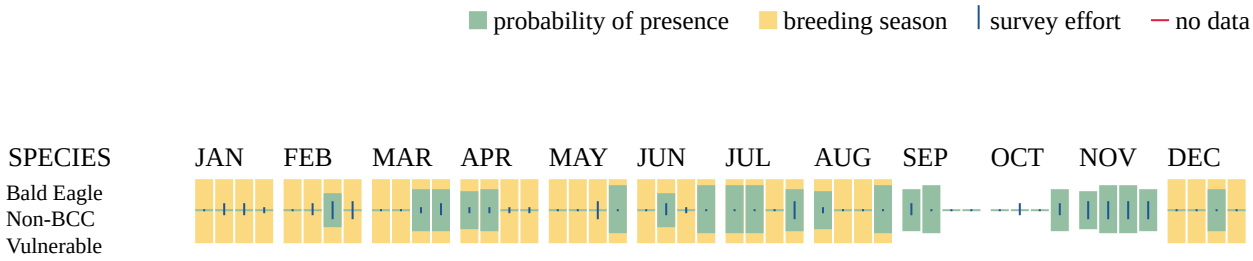
Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

---

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31
Black Tern *Chlidonias niger surinamenisis* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3093	Breeds May 15 to Aug 20
Black-billed Cuckoo *Coccyzus erythropthalmus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9399	Breeds May 15 to Oct 10
Bobolink *Dolichonyx oryzivorus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9454	Breeds May 20 to Jul 31
Canada Warbler *Cardellina canadensis* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9643	Breeds May 20 to Aug 10
Chimney Swift *Chaetura pelagica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25

NAME	BREEDING SEASON
Golden-winged Warbler *Vermivora chrysoptera* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8745	Breeds May 1 to Jul 20
Lesser Yellowlegs *Tringa flavipes* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Pectoral Sandpiper *Calidris melanotos* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9561	Breeds elsewhere
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10
Rusty Blackbird *Euphagus carolinus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9478	Breeds elsewhere
Western Grebe *aechmophorus occidentalis* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6743	Breeds Jun 1 to Aug 31
Wood Thrush *Hylocichla mustelina* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9431	Breeds May 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

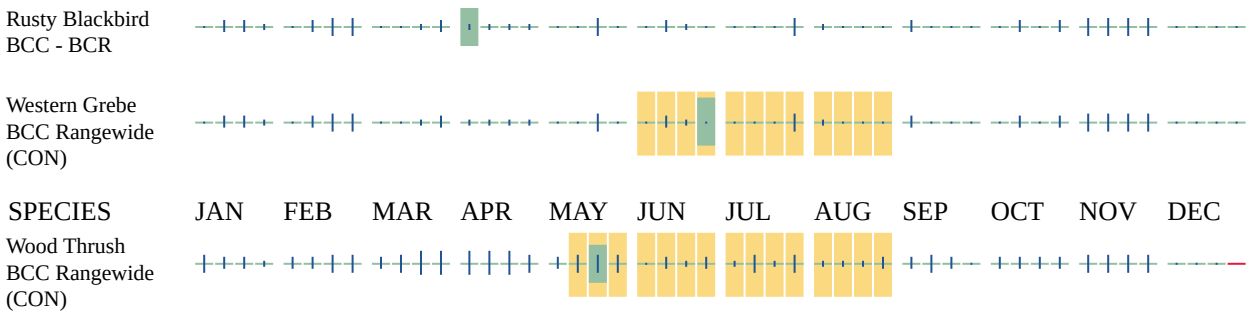
Breeding Season (■)

Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.





Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

WETLANDS

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

FRESHWATER EMERGENT WETLAND

- PEM1A

RIVERINE

- R5UBH

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Erica Halek
Address: 3601 Thurston Ave
City: Anoka
State: MN
Zip: 55303
Email ehalek@haa-inc.com
Phone: 7638520476

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Minnesota-Wisconsin Ecological Services Field Office
3815 American Blvd East
Bloomington, MN 55425-1659
Phone: (952) 858-0793

In Reply Refer To: 01/13/2025 15:05:03 UTC
Project code: 2025-0038933
Project Name: CR 27 Turn Lanes (CT336)

Subject: Technical Assistance letter for 'CR 27 Turn Lanes (CT336)' for specified threatened and endangered species that may occur in your proposed project location consistent with the Minnesota-Wisconsin Endangered Species Determination Key (Minnesota-Wisconsin DKey).

Dear Erica Halek:

The U.S. Fish and Wildlife Service (Service) received on **January 13, 2025** your effect determination(s) for the 'CR 27 Turn Lanes (CT336)' (Action) using the Minnesota-Wisconsin DKey within the Information for Planning and Consultation (IPaC) system. You have submitted this key to satisfy requirements under Section 7(a)(2). The Service developed this system in accordance of with the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended; 16 U.S.C 1531 et seq.).

Based on your answers and the assistance of the Service's Minnesota-Wisconsin DKey, you made the following effect determination(s) for the proposed Action:

Species	Listing Status	Determination
Monarch Butterfly (*Danaus plexippus*)	Proposed Threatened	No effect
Rusty Patched Bumble Bee (*Bombus affinis*)	Endangered	NLAA
Whooping Crane (*Grus americana*)	Experimental Population, Non-Essential	No effect

Determination Information
Thank you for informing the Service of your "NLAA" determination(s). No further coordination is necessary for the species you determined may be affected, but not likely to be adversely affected, by the Action.

Additional Information

Sufficient project details: Please provide sufficient project details on your project homepage in IPaC (Define Project, Project Description) to support your conclusions. Failure to disclose important aspects of your project that would influence the outcome of your effects determinations may negate your determinations and invalidate this letter. If you have site-specific information that leads you to believe a different determination is more appropriate for your project than what the Dkey concludes, you can and should proceed based on the best available information.

Future project changes: The Service recommends that you contact the Minnesota-Wisconsin Ecological Services Field Office or re-evaluate the project in IPaC if: 1) the scope or location of the proposed Action is changed; 2) new information reveals that the action may affect listed species or designated critical habitat in a manner or to an extent not previously considered; 3) the Action is modified in a manner that causes effects to listed species or designated critical habitat; or 4) a new species is listed or critical habitat designated. If any of the above conditions occurs, additional consultation with the Service should take place before project changes are final or resources committed.

For non-Federal representatives: Please note that when a project requires consultation under section 7 of the Act, the Service must consult directly with the Federal action agency unless that agency formally designates a non-Federal representative (50 CFR 402.08). Non-Federal representatives may prepare analyses or conduct informal consultations; however, the ultimate responsibility for section 7 compliance under the Act remains with the Federal agency. Please include the Federal action agency in additional correspondence regarding this project.

Species-specific information

Bald and Golden Eagles: Bald eagles, golden eagles, and their nests are protected under the Bald and Golden Eagle Protection Act (54 Stat. 250, as amended, 16 U.S.C. 668a-d) (Eagle Act). The Eagle Act prohibits, except when authorized by an Eagle Act permit, the “taking” of bald and golden eagles and defines “take” as “pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb.” The Eagle Act’s implementing regulations define disturb as “… to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, (1) injury to an eagle, (2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or (3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.”

The following species and/or critical habitats may also occur in your project area and **are not** covered by this conclusion:

- Northern Long-eared Bat *Myotis septentrionalis* Endangered
- Western Regal Fritillary *Argynnis idalia occidentalis* Proposed Threatened

Coordination with the Service is not complete if additional coordination is advised above for any species.

Action Description
You provided to IPaC the following name and description for the subject Action.

1. Name

CR 27 Turn Lanes (CT336)

2. Description

The following description was provided for the project 'CR 27 Turn Lanes (CT336)':

> The City of Credit River is proposing to complete reconstruction improvements to turn lanes on County Road 27. The improvement project is located within Sections 9, 30, and 21, Township 114N, Range 21W. Two turn lanes are being added to the county road in two different sections, which includes road widening, grading of side slopes, and resurfacing.

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@44.66110325,-93.3822057749359,14z



QUALIFICATION INTERVIEW

1. This determination key is intended to assist the user in evaluating the effects of their actions on Federally listed species in Minnesota and Wisconsin. It does not cover other prohibited activities under the Endangered Species Act (e.g., for wildlife: import/export, Interstate or foreign commerce, possession of illegally taken wildlife, etc.; for plants: import/export, reduce to possession, malicious destruction on Federal lands, commercial sale, etc.) or other statutes. Additionally, this key DOES NOT cover wind development, purposeful take (e.g., for research or surveys), communication towers that have guy wires or are over 450 feet in height, aerial or other large-scale application of any chemical (such as insecticide or herbicide), and approval of long-term permits or plans (e.g., FERC licenses, HCP's).

   Click **YES** to acknowledge that you must consider other prohibitions of the ESA or other statutes outside of this determination key.

   Yes
2. Is the action being funded, authorized, or carried out by a Federal agency?

   No
3. Are you the Federal agency or designated non-federal representative?

   No
4. Does the action involve the installation or operation of wind turbines?

   No
5. Does the action involve purposeful take of a listed animal?

   No
6. Does the action involve a new communications tower?

   No
7. Does the activity involve aerial or other large-scale application of ANY chemical, including pesticides (insecticide, herbicide, fungicide, rodenticide, etc)?

   No
8. Will your action permanently affect local hydrology?

   No
9. Will your action temporarily affect local hydrology?

   No
10. Will your project have any direct impacts to a stream or river (e.g., Horizontal Directional Drilling (HDD), hydrostatic testing, stream/road crossings, new stormwater outfall discharge, dams, other in-stream work, etc.)?

    No

11. Does your project have the potential to impact the riparian zone or indirectly impact a stream/river (e.g., cut and fill; horizontal directional drilling; construction; vegetation removal; pesticide or fertilizer application; discharge; runoff of sediment or pollutants; increase in erosion, etc.)?

    Note: Consider all potential effects of the action, including those that may happen later in time and outside and downstream of the immediate area involved in the action.

    Endangered Species Act regulation defines "effects of the action" to include all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action. (50 CFR 402.02).

    Yes

12. Will your action disturb the ground or existing vegetation?

    Note: This includes any off-road vehicle access, soil compaction (enough to collapse a rodent burrow), digging, seismic survey, directional drilling, heavy equipment, grading, trenching, placement of fill, pesticide application (herbicide, fungicide), vegetation management (including removal or maintenance using equipment or prescribed fire), cultivation, development, etc.

    Yes

13. Will your action include spraying insecticides?

    No

14. Does your action area occur entirely within an already developed area?

    Note: Already developed areas are already paved, covered by existing structures, manicured lawns, industrial sites, or cultivated cropland, AND do not contain trees that could be roosting habitat. Be aware that listed species may occur in areas with natural, or semi-natural, vegetation immediately adjacent to existing utilities (e.g. roadways, railways) or within utility rights-of-way such as overhead transmission line corridors, and can utilize suitable trees, bridges, or culverts for roosting even in urban dominated landscapes (so these are not considered "already developed areas" for the purposes of this question). If unsure, select NO..

    No

15. Does the action include – or is it reasonably certain to result in – construction of one or more new roads or rail lines; the addition of travel lanes that are likely to increase vehicle traffic on one or more existing roads; or other structures or activities that will increase vehicle traffic?

    No

16. Does the action include – or is it reasonably certain to cause – the use of commercial/ managed bees (e.g., the use of honeybees or managed bumble bees to pollinate crops).

    No

17. Is there habitat for nesting, foraging, and/or overwintering for the rusty patched bumble bee in the action area?

    Note: Please refer to the ESA Section 7(a)(2) Voluntary Implementation Guidance for Rusty Patched Bumble Bee at: https://www.fws.gov/media/esa-section-7a2-voluntary-implementation-guidance-rusty-patched-bumble-bee.

    Yes

18. Have survey(s) for rusty patched bumble bees been conducted according to Service-approved protocols?

    Note: Please refer to survey guidelines at: https://www.fws.gov/media/survey-protocols-rusty-patched-bumble-bee

    No

19. Does the action include collection of seed from native species?

    No

20. Does the action include, or will it cause the application of insecticides or fungicides; activities to control native rodent species; or planting or seeding of non-native plant species that are likely to degrade the quality of existing rusty patched bumble bee foraging habitat by decreasing the abundance or diversity of native rusty patched bumble bee forage species?

    No

21. Will the action include or cause herbicide use?

    No

22. Will the action cause ground disturbance that affects more than 0.25 acre (0.1 hectare) of rusty patched bumble bee nesting habitat (upland grasslands, shrublands, and forest and woodland edges that contain native sources of pollen and nectar) in a High Potential Zone during the nesting season?

    Note: Please refer to the ESA Section 7(a)(2) Voluntary Implementation Guidance for Rusty Patched Bumble Bee at: https://www.fws.gov/media/esa-section-7a2-voluntary-implementation-guidance-rusty-patched-bumble-bee.

    No

23. Will the action cause ground disturbance that affects more than 0.25 acre (0.1 hectare) of rusty patched bumble bee overwintering habitat (forest or woodland that contains native plants that provide pollen and nectar) in a High Potential Zone during the overwintering period?

    Note: Please refer to the ESA Section 7(a)(2) Voluntary Implementation Guidance for Rusty Patched Bumble Bee at: https://www.fws.gov/media/esa-section-7a2-voluntary-implementation-guidance-rusty-patched-bumble-bee.

    No

24. Will the action cause effects to vegetation in rusty patched bumble bee habitat during the nesting period?

    Effects could occur as a result of mowing, cutting, grazing, prescribed fire, tree removal, spot-application of herbicide, tree clearing, and/or other activities.

    Note: Please refer to the ESA Section 7(a)(2) Voluntary Implementation Guidance for Rusty Patched Bumble Bee at: https://www.fws.gov/media/esa-section-7a2-voluntary-implementation-guidance-rusty-patched-bumble-bee.

    No

25. Does the action include the use of prescribed fire during the overwintering period that will affect any rusty patched bumble bee habitat that contains trees?

    Note: Please refer to the ESA Section 7(a)(2) Voluntary Implementation Guidance for Rusty Patched Bumble Bee at: https://www.fws.gov/media/esa-section-7a2-voluntary-implementation-guidance-rusty-patched-bumble-bee.

    No

26. Will the action result in the permanent removal or conversion of any existing rusty patched bumble bee habitat at any time of the year?

    Note: Please refer to the ESA Section 7(a)(2) Voluntary Implementation Guidance for Rusty Patched Bumble Bee at: https://www.fws.gov/media/esa-section-7a2-voluntary-implementation-guidance-rusty-patched-bumble-bee.

    No

27. [Hidden Semantic] Does the action area intersect the monarch butterfly species list area?

    Automatically answered

    Yes

28. Under the ESA, monarchs remain warranted but precluded by listing actions of higher priority. The monarch is a candidate for listing at this time. The Endangered Species Act does not establish protections or consultation requirements for candidate species. Some Federal and State agencies may have policy requirements to consider candidate species in planning. We encourage implementing measures that will remove or reduce threats to these species and possibly make listing unnecessary.

    If your project will have no effect on monarch butterflies (for example, if your project won't affect their habitat or individuals), then you can make a "no effect" determination for this project.

    Are you making a "no effect" determination for monarch?

    Yes

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Erica Halek
Address: 3601 Thurston Ave
City: Anoka
State: MN
Zip: 55303
Email ehalek@haa-inc.com
Phone: 7638520476

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Minnesota-Wisconsin Ecological Services Field Office
3815 American Blvd East
Bloomington, MN 55425-1659
Phone: (952) 858-0793

In Reply Refer To: 01/29/2025 22:19:29 UTC
Project code: 2025-0038933
Project Name: CR 27 Turn Lanes (CT336)

Federal Nexus: no
Federal Action Agency (if applicable):

Subject: Technical assistance for 'CR 27 Turn Lanes (CT336)'

Dear Erica Halek:

This letter records your determination using the Information for Planning and Consultation (IPaC) system provided to the U.S. Fish and Wildlife Service (Service) on January 29, 2025, for 'CR 27 Turn Lanes (CT336)' (here forward, Project). This project has been assigned Project Code 2025-0038933 and all future correspondence should clearly reference this number. **Please carefully review this letter. Your Endangered Species Act (Act) requirements may not bbe complete.**

Ensuring Accurate Determinations When Using IPaC

The Service developed the IPaC system and associated species' determination keys in accordance with the Endangered Species Act of 1973 (ESA; 87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) and based on a standing analysis. All information submitted by the Project proponent into IPaC must accurately represent the full scope and details of the Project.

Failure to accurately represent or implement the Project as detailed in IPaC or the Northern Long-eared Bat and Tricolored Bat Range-wide Determination Key (Dkey), invalidates this letter. ***Answers to certain questions in the DKey commit the project proponent to implementation of conservation measures that must be followed for the ESA determination to remain valid. Note that conservation measures for northern long-eared bat and tricolored bat may differ. If both bat species are present in the action area and the key suggests more conservative measures for one of the species for your project, the Project may need to apply the most conservative measures in order to avoid adverse effects. If unsure which conservation measures should be applied, please contact the appropriate Ecological Services Field Office***

Determination for the Northern Long-Eared Bat and Tricolored Bat

Based upon your IPaC submission and a standing analysis completed by the Service, your project has reached the following effect determination(s):

Species	Listing Status	Determination
Northern Long-eared Bat (*Myotis septentrionalis*)	Endangered	NLAA

Other Species and Critical Habitat that May be Present in the Action Area

The IPaC-assisted determination key for the northern long-eared bat and tricolored bat does not apply to the following ESA-protected species and/or critical habitat that also may occur in your Action area:

- Monarch Butterfly *Danaus plexippus* Proposed Threatened
- Rusty Patched Bumble Bee *Bombus affinis* Endangered
- Western Regal Fritillary *Argynnis idalia occidentalis* Proposed Threatened
- Whooping Crane *Grus americana* Experimental Population, Non-Essential

Critical Habitats:

- Rusty Patched Bumble Bee Bombus affinis Endangered

You may coordinate with our Office to determine whether the Action may cause prohibited take of the animal species and/or critical habitat listed above. Note that if a new species is listed that may be affected by the identified action before it is complete, additional review is recommended to ensure compliance with the Endangered Species Act.

Next Steps

Coordination with the Service is complete. This letter serves as technical assistance. All conservation measures should be implemented as proposed. Thank you for considering federally listed species during your project planning.

If no changes occur with the Project or there are no updates on listed species, no further consultation/coordination for this project is required for the northern long-eared bat. However, the Service recommends that project proponents re-evaluate the Project in IPaC if: 1) the scope, timing, duration, or location of the Project changes (includes any project changes or amendments); 2) new information reveals the Project may impact (positively or negatively) federally listed species or designated critical habitat; or 3) a new species is listed, or critical habitat designated. If any of the above conditions occurs, additional coordination with the Service should take place before project implements any changes which are final or commits additional resources.

If you have any questions regarding this letter or need further assistance, please contact the Minnesota-Wisconsin Ecological Services Field Office and reference Project Code 2025-0038933 associated with this Project.

Action Description
You provided to IPaC the following name and description for the subject Action.

1. Name

CR 27 Turn Lanes (CT336)

2. Description

The following description was provided for the project 'CR 27 Turn Lanes (CT336)':

> The City of Credit River is proposing to complete reconstruction improvements to turn lanes on County Road 27. The improvement project is located within Sections 9, 30, and 21, Township 114N, Range 21W. Two turn lanes are being added to the county road in two different sections, which includes road widening, grading of side slopes, and resurfacing.

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@44.66110325,-93.3822057749359,14z



DETERMINATION KEY RESULT

Based on the answers provided, the proposed Action is consistent with a determination of “may affect, but not likely to adversely affect” for a least one species covered by this determination key.

QUALIFICATION INTERVIEW

1. Does the proposed project include, or is it reasonably certain to cause, intentional take of listed bats or any other listed species?

   Note: Intentional take is defined as take that is the intended result of a project. Intentional take could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered or proposed species?

   No

2. Is the action area wholly within Zone 2 of the year-round active area for northern long-eared bat and/or tricolored bat?

   Automatically answered
   No

3. Does the action area intersect Zone 1 of the year-round active area for northern long-eared bat and/or tricolored bat?

   Automatically answered
   No

4. Does any component of the action involve leasing, construction or operation of wind turbines? Answer 'yes' if the activities considered are conducted with the intention of gathering survey information to inform the leasing, construction, or operation of wind turbines.

   Note: For federal actions, answer ‘yes’ if the construction or operation of wind power facilities is either (1) part of the federal action or (2) would not occur but for a federal agency action (federal permit, funding, etc.).

   No

5. Is the proposed action authorized, permitted, licensed, funded, or being carried out by a Federal agency in whole or in part?

   No

6. [Semantic] Is the action area located within 0.5 miles of a known bat hibernaculum?

   Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

   Automatically answered
   No

7. Does the action area contain any winter roosts or caves (or associated sinkholes, fissures, or other karst features), mines, rocky outcroppings, or tunnels that could provide habitat for hibernating bats?

   No

8. Does the action area contain (1) talus or (2) anthropogenic or naturally formed rock shelters or crevices in rocky outcrops, rock faces or cliffs?

   No

9. Will the action cause effects to a bridge?

   Note: Covered bridges should be considered as bridges in this question.

   No

10. Will the action result in effects to a culvert or tunnel at any time of year?

    Yes

11. Does the culvert or tunnel equal or exceed 23 feet (7.0 meters) in length?

    No

12. Are trees present within 1000 feet of the action area?

    Note: If there are trees within the action area that are of a sufficient size to be potential roosts for bats answer "Yes". If unsure, additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    Yes

13. Does the action include the intentional exclusion of bats from a building or structure?

    Note: Exclusion is conducted to deny bats' entry or reentry into a building. To be effective and to avoid harming bats, it should be done according to established standards. If your action includes bat exclusion and you are unsure whether northern long-eared bats or tricolored bats are present, answer "Yes." Answer "No" if there are no signs of bat use in the building/structure. If unsure, contact your local Ecological Services Field Office to help assess whether northern long-eared bats or tricolored bats may be present. Contact a Nuisance Wildlife Control Operator (NWCO) for help in how to exclude bats from a structure safely without causing harm to the bats (to find a NWCO certified in bat standards, search the Internet using the search term "National Wildlife Control Operators Association bats"). Also see the White-Nose Syndrome Response Team's guide for bat control in structures.

    No

14. Does the action involve removal, modification, or maintenance of a human-made structure (barn, house, or other building) **known or suspected to contain roosting bats?**

    No

15. Will the action cause construction of one or more new roads open to the public?

    For federal actions, answer ‘yes’ when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

    No

16. Will the action include or cause any construction or other activity that is reasonably certain to increase average daily traffic permanently or temporarily on one or more existing roads?

    Note: For federal actions, answer ‘yes’ when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.). .

    No

17. Will the action include or cause any construction or other activity that is reasonably certain to increase the number of travel lanes on an existing thoroughfare?

    For federal actions, answer ‘yes’ when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

    No

18. Will the proposed Action involve the creation of a new water-borne contaminant source (e.g., leachate pond, pits containing chemicals that are not NSF/ANSI 60 compliant)?

    Note: For information regarding NSF/ANSI 60 please visit https://www.nsf.org/knowledge-library/nsf-ansi-standard-60-drinking-water-treatment-chemicals-health-effects

    No

19. Will the proposed action involve the creation of a new point source discharge from a facility other than a water treatment plant or storm water system?

    No

20. Will the action include drilling or blasting?

    No

21. Will the action involve military training (e.g., smoke operations, obscurant operations, exploding munitions, artillery fire, range use, helicopter or fixed wing aircraft use)?

    No

22. Will the proposed action involve the use of herbicides or other pesticides other than herbicides (e.g., fungicides, insecticides, or rodenticides)?

    No

23. Will the action include or cause activities that are reasonably certain to cause chronic or intense nighttime noise (above current levels of ambient noise in the area) in suitable summer habitat for the northern long-eared bat or tricolored bat during the active season?

    Chronic noise is noise that is continuous or occurs repeatedly again and again for a long time. Sources of chronic or intense noise that could cause adverse effects to bats may include, but are not limited to: road traffic; trains; aircraft; industrial activities; gas compressor stations; loud music; crowds; oil and gas extraction; construction; and mining.

    Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    No

24. Does the action include, or is it reasonably certain to cause, the use of permanent or temporary artificial lighting within 1000 feet of suitable northern long-eared bat or tricolored bat roosting habitat?

    Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    No

25. Will the action include tree cutting or other means of knocking down or bringing down trees, tree topping, or tree trimming?

    Yes

26. Will the proposed action occur exclusively in an already established and currently maintained utility right-of-way?

    Yes

27. Will the proposed action result in the cutting of entire trees outside of the currently maintained utility right-of-way?

    Yes

28. Does the action include emergency cutting or trimming of hazard trees in order to remove an imminent threat to human safety or property? See hazard tree note at the bottom of the key for text that will be added to response letters

    Note: A "hazard tree" is a tree that is an immediate threat to lives, public health and safety, or improved property.

    No

29. Does the project intersect with the 0- 9.9% forest density category?

    Automatically answered
    No

30. Does the project intersect with the 10.0- 19.9% forest density category map?

    Automatically answered
    Yes

31. Does the project intersect with the 20.0- 29.9% forest density category map?

    Automatically answered
    Yes

32. Does the project intersect with the 30.0- 100% forest density category map?

    Automatically answered
    No

33. Will the action cause trees to be cut, knocked down, or otherwise brought down across an area greater than 5 acres in total extent?

    No

34. Will the proposed action result in the use of prescribed fire?

    Note: If the prescribed fire action includes other activities than application of fire (e.g., tree cutting, fire line preparation) please consider impacts from those activities within the previous representative questions in the key. This set of questions only considers impacts from flame and smoke.

    No

35. Does the action area intersect the northern long-eared bat species list area?

    Automatically answered
    Yes

36. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats?

    Automatically answered
    No

37. [Semantic] Is the action area located within 150 feet of a documented northern long-eared bat roost site?

    Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

    Automatically answered
    No

38. Is suitable summer habitat for the northern long-eared bat present within 1000 feet of project activities?
    If unsure, answer "Yes."

    Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    Yes

39. Has a presence/probable absence summer bat survey targeting the northern long-eared bat following the Service's Range-wide Indiana Bat and Northern Long-Eared Bat Survey Guidelines been conducted within the project area?

    No

40. Are any of the trees proposed for cutting or other means of knocking down, bringing down, topping, or trimming suitable for northern long-eared bat roosting (i.e., live trees and/or snags ≥3 inches dbh that have exfoliating bark, cracks, crevices, and/or cavities)?

    Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    Yes

41. Will any tree cutting/trimming or other knocking or bringing down of trees occur during the **Summer Occupancy season** for northern long-eared bats in the action area?

    Note: Bat activity periods for your state can be found in Appendix L of the Service's Range-wide Indiana Bat and Northern long-eared Bat Survey Guidelines.

    No

42. Do you have any documents that you want to include with this submission?

    No

PROJECT QUESTIONNAIRE

Enter the extent of the action area (in acres) from which trees will be removed - round up to the nearest tenth of an acre. For this question, include the entire area where tree removal will take place, even if some live or dead trees will be left standing.

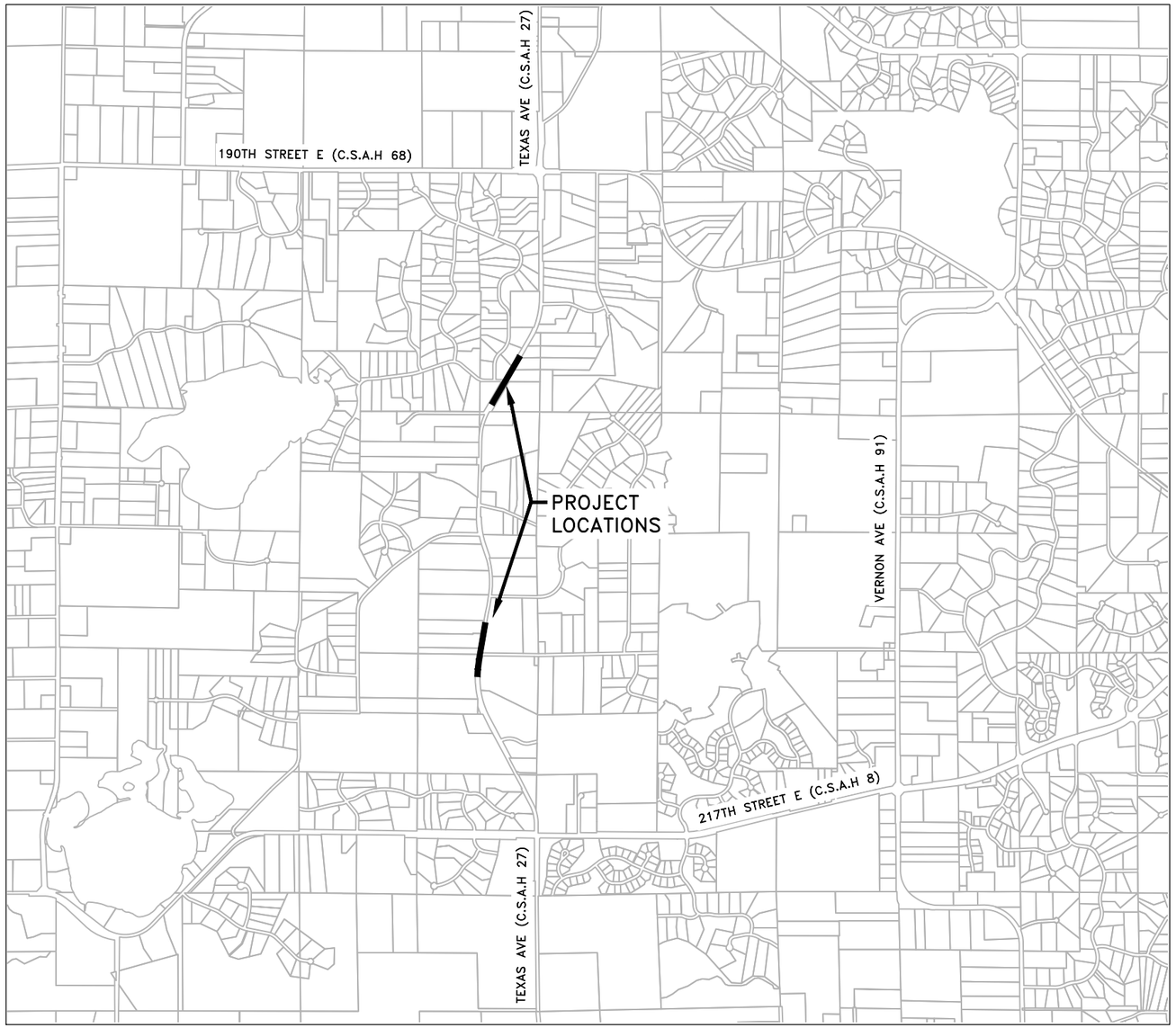
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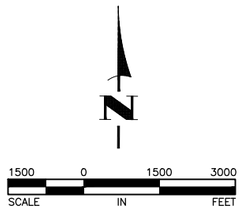
IPAC USER CONTACT INFORMATION

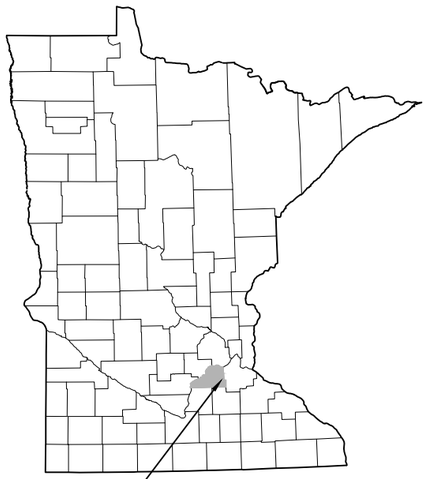
Agency: Private Entity
Name: Erica Halek
Address: 3601 Thurston Ave
City: Anoka
State: MN
Zip: 55303
Email ehalek@haa-inc.com
Phone: 7638520476

COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

CITY OF CREDIT RIVER, MINNESOTA







CITY OF CREDIT RIVER,
SCOTTY COUNTY,
MINNESOTA

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION".

THE 2023 EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS SHALL APPLY.

ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

ALL REQUIREMENTS OF THE PROJECT MANUAL FOR THE COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS.

SHEET INDEX

THIS PLAN CONTAINS 31 SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2–5	DETAILS AND ESTIMATED QUANTITIES
6–9	EXISTING CONDITIONS AND REMOVALS PLAN
10–13	PLAN AND PROFILE
14–15	TRAFFIC CONTROL PLAN
16–17	SIGN AND STRIPING PLAN
18–22	MNDOT SIGN DETAILS
X1–X9	CROSS SECTIONS

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.

SHANE NELSON, P.E.
HAKANSON ANDERSON
DESIGN ENGINEER

43381
LIC. NO.

DATE 02/15/23

DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS
10/11/24	REVISE COUNTY RIGHT OF WAY
01/10/25	REVISE DRAINAGE PLAN

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38–2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763–427–5860 FAX 763–427–0520

Jan 29, 2025 - 2:31pm
K:\MUNICIPAL\CT336\ENGINEERING\CT336_TITLE.dwg

SCHEDULE OF ESTIMATED QUANTITIES

ITEM NO.	REF NOTE	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT
1		2021	MOBILIZATION	1	LS
2		2101	CLEARING AND GRUBBING	1	LS
3		2104	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	1,350	LF
4		2104	REMOVE BITUMINOUS PAVEMENT	290	SY
5		2104	SALVAGE E-911 SIGN AND POST	3	EA
6		2104	SALVAGE SIGN AND POST	5	EA
7		2104	REMOVE MAILBOX SUPPORT	2	EA
8		2104	SALVAGE FENCE	920	LF
9		2104	REMOVE PIPE CULVERTS	230	LF
10		2105	SELECT GRANULAR BORROW (LV)	1,000	CY
11		2106	EXCAVATION - COMMON (EV)	2,900	CY
12		2106	EXCAVATION - MUCK (EV)	150	CY
13		2106	COMMON EMBANKMENT (LV)	5,270	CY
14		2106	3" MINUS STABILIZING AGGREGATE	150	TON
15		2108	GEOTEXTILE FABRIC TYPE 5	2,120	SY
16		2211	AGGREGATE BASE CLASS 5	1,620	TON
17		2211	SHOULDER BASE AGGREGATE CLASS 2	120	TON
18		2357	BITUMINOUS MATERIAL FOR TACK COAT	200	GAL
19		2360	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	330	TON
20		2360	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	330	TON
21		2360	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) 2.5" THICK	273	SY
22		2501	15" CM PIPE APRON	4	EA
23		2501	15" RC PIPE APRON	6	EA
24		2501	18" CM PIPE APRON	1	EA
25		2501	30" RC PIPE APRON	1	EA
26		2501	15" CM PIPE CULVERT DESIGN 3006 CLASS V	110	LF
27		2501	15" RC PIPE CULVERT DESIGN 3006 CLASS V	152	LF
28		2501	18" CM PIPE CULVERT DESIGN 3006 CLASS V	6	LF
29		2501	30" RC PIPE CULVERT DESIGN 3006 CLASS V	32	LF
30		2502	4" PERFORATED PIPE DRAIN	1,305	LF
31		2502	4" PRECAST CONCRETE HEADWALL	2	EA
32		2511	GEOTEXTILE FILTER FABRIC TYPE 4	90	SY
33		2511	RANDOM RIPRAP CLASS III	11	CY
34		2540	SWING AWAY MAIL BOX SUPPORT	2	EA
35		2563	TRAFFIC CONTROL	1	LS
36		2564	TRAFFIC CONTROL SUPERVISOR	1	LS
37		2564	INSTALL E911 SIGNS	3	EA
38		2564	INSTALL SIGN AND POST	7	EA
39		2564	INSTALL FENCE	920	LF
40		2573	SILT FENCE, TYPE MACHINE SLICED	730	LF
41		2573	CULVERT END CONTROLS	5	EA
42		2573	EROSION CONTROL SUPERVISOR	1	LS
43		2574	SELECT TOPSOIL BORROW	200	CY
44		2574	SOIL BED PREPARATION	1.3	ACRE
45		2575	SEEDING	1.3	ACRE
46		2575	SEED, MIXTURE SB (25-131)	210	LB
47		2575	FERTILIZER TYPE 3 (SLOW RELEASE)	390	LB
48		2575	HYDRAULIC STABILIZED FIBER MATRIX	3,900	LB
49		2575	WATERING TURF	25	MGAL
50		2582	6" SINGLE SOLID WHITE MULTI-COMPONENT	1,222	LF
51		2582	4" DOUBLE SOLID YELLOW MULTI-COMPONENT	1,987	LF
52		2582	4" SINGLE SOLID & SINGLE SKIP YELLOW MULTI-COMPONENT	474	LF
53		2582	4" DOTTED WHITE MULTI-COMPONENT	306	LF

EARTWORK TABULATION

BROADVIEW DRIVE

Total Volume Table

Station	Cut Area	Fill Area	Cut Vol	Fill Vol	Cum Cut Vol	Cum Fill Vol
102+00	0.00	0.00	0.00	0.00	0.00	0.00
102+50	20.76	0.24	19.22	0.22	19.22	0.22
103+00	26.55	5.53	43.80	5.35	63.02	5.57
103+50	86.86	0.00	105.01	5.12	168.03	10.69
104+00	80.81	3.90	155.26	3.61	323.28	14.30
104+50	64.47	0.00	134.52	3.61	457.81	17.91
105+00	13.62	25.24	72.31	23.37	530.11	41.28
105+50	28.02	10.82	38.55	33.39	568.66	74.67
106+00	64.86	9.43	86.00	18.76	654.66	93.43
106+50	19.74	28.78	78.33	35.38	733.00	128.81
107+00	19.92	29.87	36.72	54.31	769.72	183.12
107+50	37.18	25.00	52.87	50.81	822.58	233.93
108+00	15.42	46.67	48.70	66.36	871.28	300.30
108+50	16.50	128.36	29.56	162.06	900.84	462.36
109+00	15.73	212.37	29.84	315.48	930.68	777.85
109+50	3.28	223.87	17.60	403.92	948.28	1181.77
110+00	3.92	63.19	6.66	265.79	954.94	1447.56
110+50	0.00	0.00	3.63	58.50	958.57	1506.07

210TH STREET

Total Volume Table

Station	Cut Area	Fill Area	Cut Vol	Fill Vol	Cum Cut Vol	Cum Fill Vol
2+00	0.00	0.00	0.00	0.00	0.00	0.00
2+50	3.95	10.11	3.66	9.44	3.66	9.44
3+00	16.60	26.44	19.23	34.11	22.89	43.55
3+50	67.89	43.16	79.73	64.95	102.62	108.50
4+00	71.17	36.60	131.25	74.49	233.87	182.99
4+50	49.85	42.35	112.06	73.10	345.92	256.09
5+00	35.64	46.35	79.16	82.13	425.08	338.22
5+50	23.43	57.23	54.70	95.91	479.78	434.13
6+00	15.60	68.99	36.14	116.87	515.92	551.00
6+50	17.08	77.25	30.26	135.41	546.17	686.41
7+00	15.99	83.31	30.62	148.67	576.79	835.08
7+50	15.23	90.27	28.90	160.72	605.69	995.81
8+00	14.83	79.06	27.83	156.79	633.52	1152.60
8+50	13.92	70.73	26.62	138.70	660.14	1291.29
8+74.01	44.10	3.21	25.79	32.87	685.94	1324.16
9+00	36.62	23.89	38.86	13.04	724.79	1337.21
9+50	26.36	43.81	58.31	62.68	783.11	1399.89
10+00	9.24	19.96	32.97	59.05	816.07	1458.93
10+26.22	61.78	0.40	34.49	9.89	850.56	1468.82
10+50	3.56	14.23	28.77	6.44	879.33	1475.26
11+00	4.50	2.02	7.46	15.05	886.79	1490.32
11+36.61	0.00	0.00	3.05	1.37	889.85	1491.69
11+50	0.00	0.00	0.00	0.00	889.85	1491.69

EARTHWORK SUMMARY

SUMMARY OF COMMON EXCAVATION

BROADVIEW DRIVE – FROM TABLE	959 C.Y.
210TH STREET – FROM TABLE	+890 C.Y.
TOPSOIL STRIPING	+1050 C.Y.
TOTAL COMMON EXCAVATION	2899 C.Y.

MUCK EXCAVATION 150 C.Y.

SUMMARY OF FILL REQUIRED

BROADVIEW DRIVE – FROM TABLE	1506 C.Y.
210TH STREET – FROM TABLE	+1492 C.Y.
MUCK EXCAVATION BACK FILL	+150 C.Y.
TOPSOIL	+900 C.Y.
FILL FACTOR	* 1.30
TOTAL FILL REQUIRED	5262 C.Y.

CONSTRUCTION AND SOILS NOTES

1. E-911 SIGNS SHALL BE VISIBLE AT ALL TIMES. IF NECESSARY, E-911 SIGNS SHALL BE TEMPORARILY RELOCATED TO ALLOW FOR CONSTRUCTION ACTIVITIES.
2. TURF ESTABLISHMENT IS REQUIRED IN ALL DISTURBED AREAS. RAKING WILL BE REQUIRED TO PREPARE THE SOIL. AFTER PREPARING THE SOIL, APPLY FERTILIZER AND SEED WITH MIXTURE SB (25-131). STABILIZE WITH EROSION CONTROL BLANKET CATEGORY 20.

DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS

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SHANE NELSON, P.E. Lic. No. 43381
Date 02/15/23

DESIGNED BY: SN
DRAWN BY: SJ
CHECKED BY: AV

Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
www.hakanson-anderson.com

COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

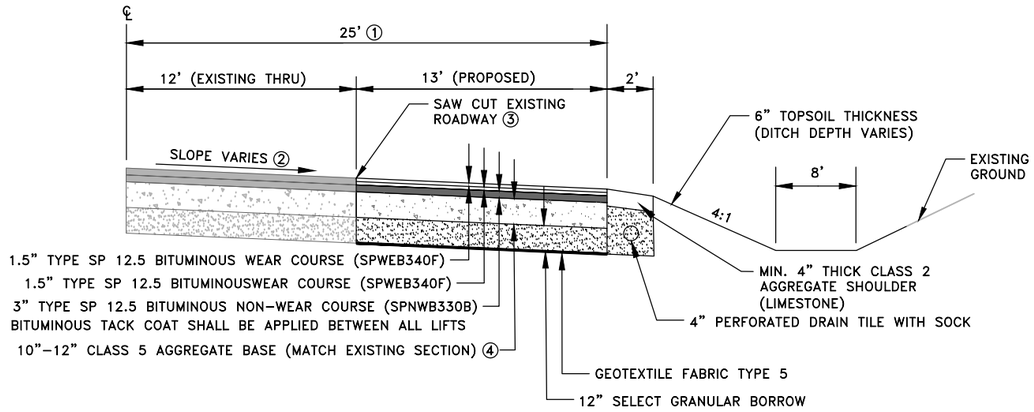
QUANTITIES

CR 27 & BROADVIEW BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET 2 OF 22 SHEETS

CT336

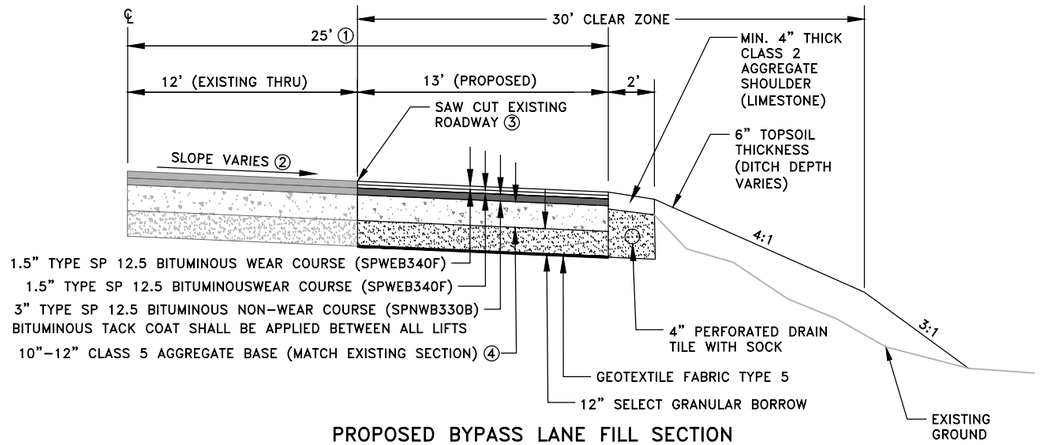
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PROPOSED BYPASS LANE WITH DITCH SECTION
(TEXAS AVENUE/C.S.A.H 27)

1/3

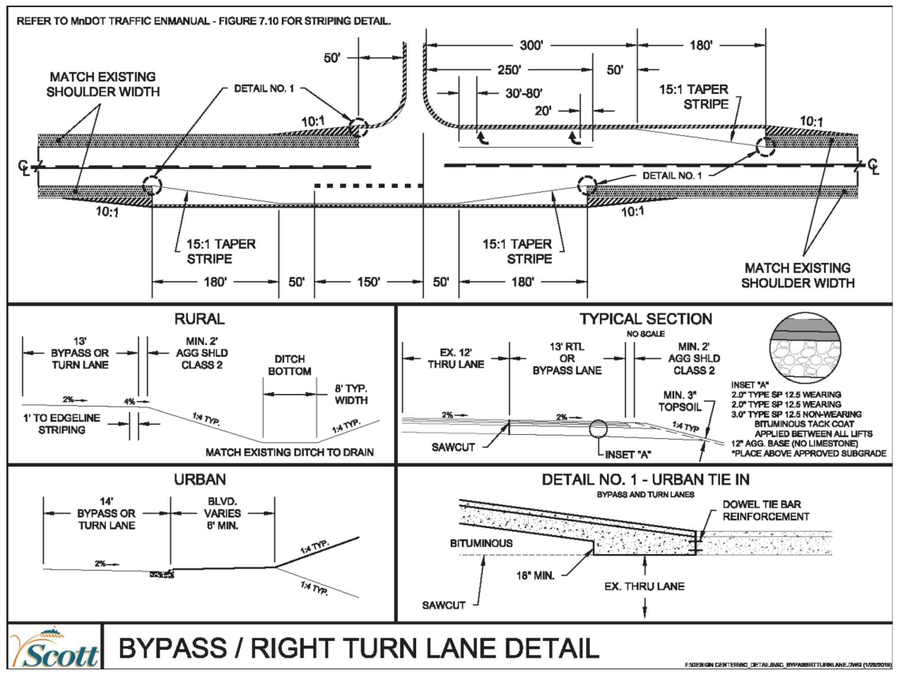
NOT TO SCALE



PROPOSED BYPASS LANE FILL SECTION
(TEXAS AVENUE/C.S.A.H 27)

2/3

NOT TO SCALE



Scott BYPASS / RIGHT TURN LANE DETAIL

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3/3 BYPASS/RIGHT TURN LANE DETAIL

NOT TO SCALE

REFERENCE NOTES:

① 25' TOTAL WIDTH WILL CONSIST OF A 12' THRU-LANE AND A 13' BYPASS LANE POST STRIPING.

② VARYING SLOPE IS DUE TO EXISTING ROADWAY SUPER ELEVATION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE AND MATCH THE TURN LANE SLOPE TO THE EXISTING ROADWAY SUPER ELEVATION.

③ PRIOR TO TURN LANE CONSTRUCTION THE ENGINEER SHALL MARK THE SAW CUT LOCATION ALONG TEXAS AVENUE (FULL DEPTH). PRIOR TO PLACEMENT OF FINAL WEAR COURSE A 1.5' WIDE TAPER MILL WILL BE REQUIRED ALONG THIS EDGE FOR BLENDING.

④ LIMESTONE GRAVEL IS NOT ALLOWED ON THE COUNTY TURN LANE.

DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS

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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

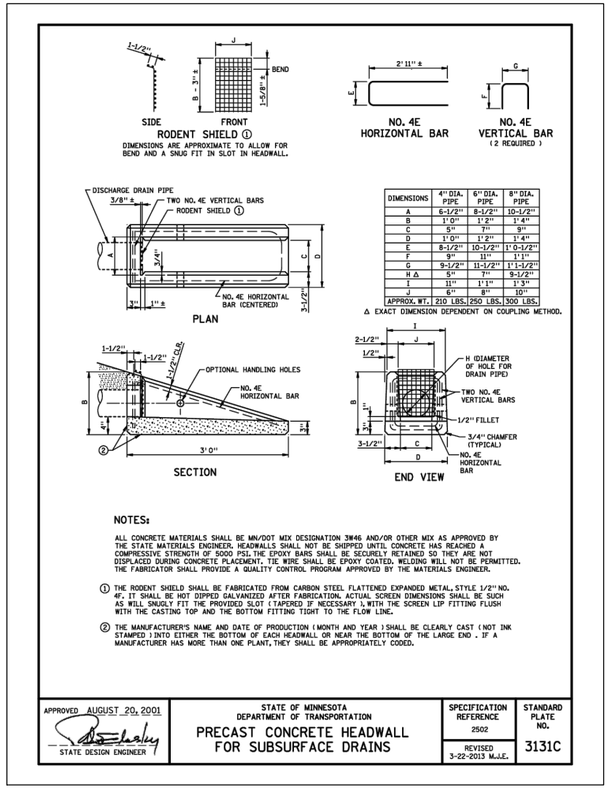
DETAILS

CITY OF CREDIT RIVER, MINNESOTA

SHEET 3 OF 22 SHEETS

CT336

Jan 29, 2025 - 2:31pm
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DIMENSIONS	4" DIA. PIPE	6" DIA. PIPE	8" DIA. PIPE
A	6-1/2"	8-1/2"	10-1/2"
B	1'0"	1'2"	1'4"
C	5"	7"	9"
D	1'0"	1'2"	1'4"
E	8-1/2"	10-1/2"	1'0-1/2"
F	9"	11"	1'1"
G	9-1/2"	11-1/2"	1'1-1/2"
H Δ	5"	7"	9-1/2"
I	11"	1'1"	1'3"
J	6"	8"	10"
APPROX. WT.	210 LBS.	250 LBS.	300 LBS.

Δ EXACT DIMENSION DEPENDENT ON COUPLING METHOD.

NOTES:

ALL CONCRETE MATERIALS SHALL BE MN/DOT MIX DESIGNATION 3W46 AND/OR OTHER MIX AS APPROVED BY THE STATE MATERIALS ENGINEER. HEADWALLS SHALL NOT BE SHIPPED UNTIL CONCRETE HAS REACHED A COMPRESSIVE STRENGTH OF 5000 PSI. THE EPOXY BARS SHALL BE SECURELY RETAINED SO THEY ARE NOT DISPLACED DURING CONCRETE PLACEMENT. TIE WIRE SHALL BE EPOXY COATED. WELDING WILL NOT BE PERMITTED. THE FABRICATOR SHALL PROVIDE A QUALITY CONTROL PROGRAM APPROVED BY THE MATERIALS ENGINEER.

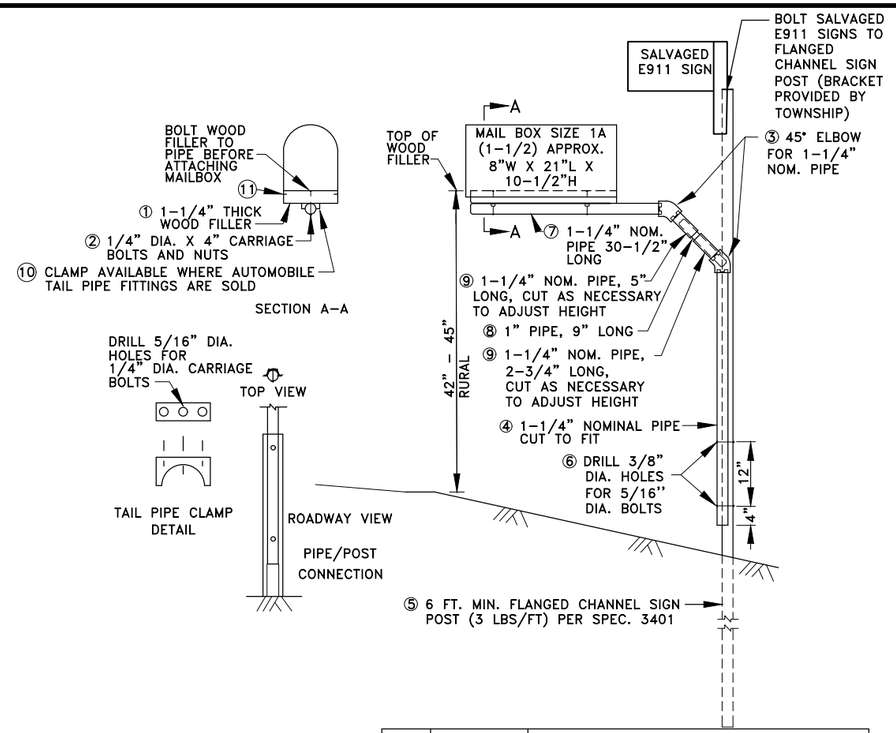
① THE RODENT SHIELD SHALL BE FABRICATED FROM CARBON STEEL FLATTENED EXPANDED METAL, STYLE 1/2" NO. 4F. IT SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION. ACTUAL SCREEN DIMENSIONS SHALL BE SUCH AS WILL SNUGLY FIT THE PROVIDED SLOT (TAPERED IF NECESSARY), WITH THE SCREEN LIP FITTING FLUSH WITH THE CASTING TOP AND THE BOTTOM FITTING TIGHT TO THE FLOW LINE.

② THE MANUFACTURER'S NAME AND DATE OF PRODUCTION (MONTH AND YEAR) SHALL BE CLEARLY CAST (NOT INK STAMPED) INTO EITHER THE BOTTOM OF EACH HEADWALL OR NEAR THE BOTTOM OF THE LARGE END . IF A MANUFACTURER HAS MORE THAN ONE PLANT, THEY SHALL BE APPROPRIATELY CODED.

APPROVED AUGUST 20, 2001 — STATE DESIGN ENGINEER	STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION — PRECAST CONCRETE HEADWALL FOR SUBSURFACE DRAINS	SPECIFICATION REFERENCE 2502 — REVISED 3-22-2013 M.J.E.	STANDARD PLATE NO. 3131C

1/4 PRECAST CONCRETE HEADWALL

NOT TO SCALE



ITEM NO.	NUMBER REQUIRED	DESCRIPTION
1	1	1-1/2" THICK WOOD FILLER CUT TO FIT SNUG UNDER MAILBOX
2	2	1/4" DIA. X 4" LONG CARRIAGE BOLTS AND NUTS
3	2	45° ELBOW FOR 1-1/4" NOMINAL PIPE
4	1	1-1/4" NOMINAL PIPE, CUT TO FIT
5	1	6 FT. MIN. SIGN POST (3LBS./FT.)
6	2	5/16" DIA. BOLT, NUT & LOCKWASHER
7	1	1-1/4" NOMINAL PIPE, 30-1/2" LONG
8	1	1" PIPE, 9" LONG
9	1	1-1/4" NOMINAL PIPE, 5" LONG 1-1/4" NOMINAL PIPE, 2-3/4" LONG
10	2	1-1/2" TAIL PIPE CLAMP
11	9	NO. 10 X 1" SHEET METAL SCREWS

NOTES:
ALL PIPE AND PIPE FITTINGS SHALL CONFORM TO SPEC. 3362.

ALL FASTENERS SHALL CONFORM TO SPEC. 3391.

ALL MATERIALS SHALL BE GALVANIZED PER SPEC. 3392
THE CONTRACTOR SHALL INSTALL SALVAGED MAILBOXES OR NEW MAILBOXES IF PROVIDED BY THE OWNER ON THE NEW SUPPORT.

THE BID ITEM MAILBOX SUPPORT SHALL BE INCLUSIVE OF FURNISHING AND INSTALLING THE NEW MAILBOX SUPPORT, SALVAGING EXISTING MAILBOXES, ATTACHED DISTRIBUTION BOXES, AND RE-INSTALLING, AND SALVAGING EXISTING E911 SIGNS AND INSTALLING. THE BID ITEM REMOVE MAILBOX SUPPORT SHALL BE INCLUSIVE OF REMOVING MAILBOX SUPPORT AND E911 SIGN SUPPORT.

TEMPORARY MAILBOXES SHALL BE PROVIDED BY THE CONTRACTOR IF OPERATIONS WILL RESULT IN ANY RESIDENT NOT HAVING A MAILBOX FOR A PERIOD OF 24 HOURS OR LONGER.

2/4 SWING AWAY MAILBOX AND E911 SUPPORT

NOT TO SCALE

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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

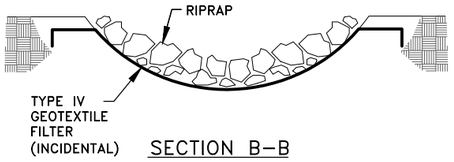
DETAILS

CITY OF CREDIT RIVER, MINNESOTA

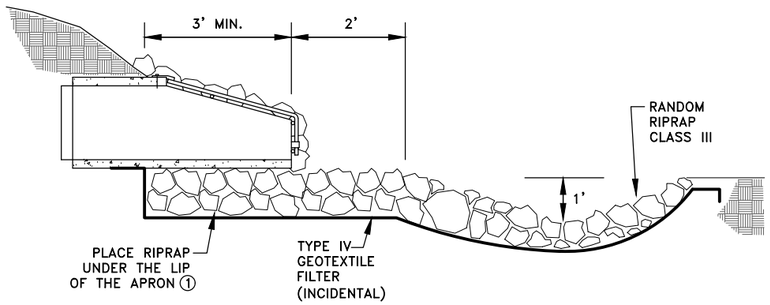
SHEET 4 OF 22 SHEETS

CT336

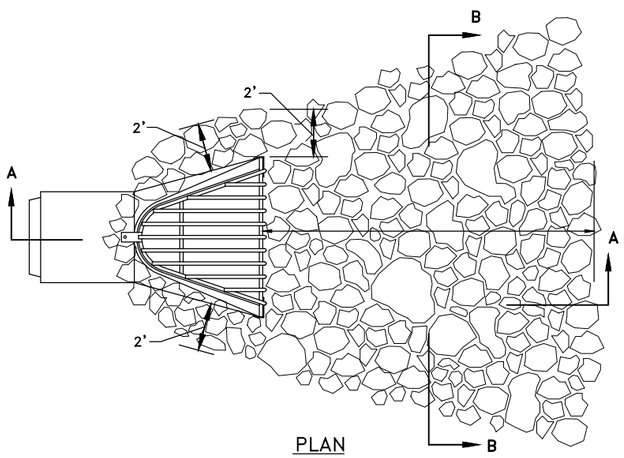
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SECTION B–B



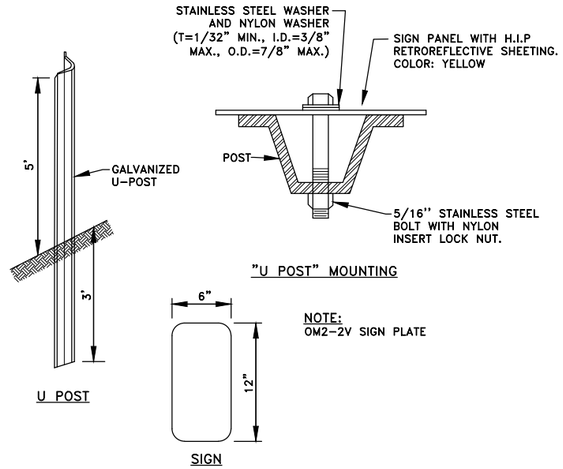
SECTION A–A



PLAN

1/5 RIPRAP PLACEMENT AT RCP OUTLETS

NOT TO SCALE



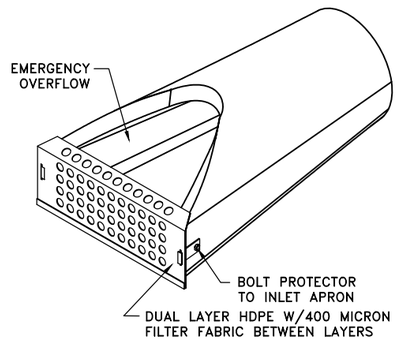
U POST

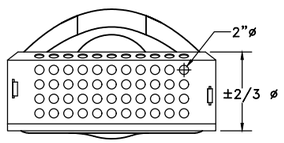
"U POST" MOUNTING

SIGN

2/5 CULVERT MARKER INSTALLATION

NOT TO SCALE

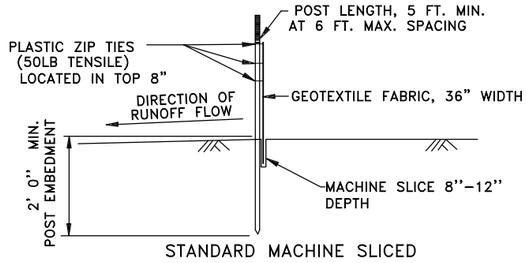




WASHINGTON PIPE TIES SHALL BE USED ON RCP

3/5 CULVERT INLET PROTECTION

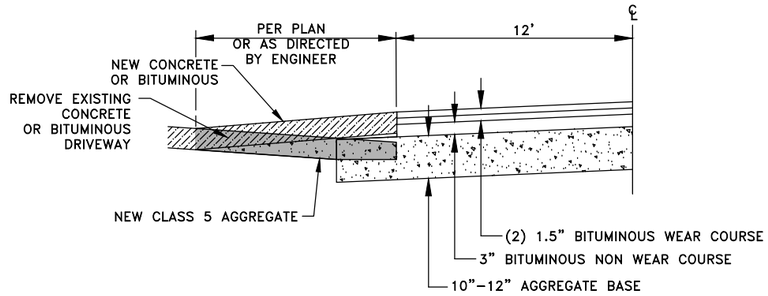
NOT TO SCALE



STANDARD MACHINE SLICED

4/5 SILT FENCE DETAILS

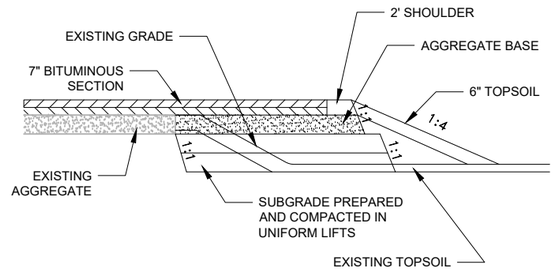
TO PROTECT AREAS FROM SHEET FLOW
(SEE SPEC. 3886)



NOTE: WHERE DRIVEWAY RECONSTRUCTION RESULTS IN CREATION OF A LOW POINT, LOW POINT SHALL OCCUR PRIOR TO MATCH POINT WITH EXISTING DRIVEWAY TO ENSURE DRAINAGE TO EITHER SIDE OF PAVEMENT IS PROVIDED BY CROWNING OF THE LOW POINT.

5/5 CONCRETE AND BITUMINOUS DRIVEWAY RECONSTRUCTION

NOT TO SCALE



6/5 TYPICAL BENCHING SECTION

NOT TO SCALE

DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS

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Date 02/15/23 Lic. No. 43381

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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

DETAILS

CITY OF CREDIT RIVER, MINNESOTA

SHEET 5 OF 22 SHEETS

CT336

Jan 29, 2025 - 2:31pm
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LEGEND

- SAWCUT
- REMOVE CULVERT
- SALVAGE FENCE
- BITUMINOUS DRIVEWAY REMOVAL
- SALVAGE GRAVEL
- CLEAR AND GRUB TREES/BRUSH
- EXISTING PROPERTY LINE / RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EASEMENT LINE
- CONSTRUCTION LIMITS

BROADVIEW DRIVE

TEXAS AVENUE (CSAH 27)

102+00 103+00 104+00 105+00 106+00 107+00

RELOCATE UTILITY POLE (BY OTHERS)

SAWCUT BITUMINOUS 611LF & REMOVE 40SY BITUMINOUS PAVEMENT

SALVAGE MAILBOX AND SUPPORT

75

SHEET 7

SEE SHEET 7

CONSTRUCTION LIMIT

CLEAR AND GRUB .075 AC

REMOVE 33LF 15" PIPE CULVERT

EXISTING RIGHT-OF-WAY

CLEAR AND GRUB .046 AC

REMOVE 40SY BITUMINOUS PAVEMENT

REMOVE 29LF 15" PIPE CULVERT

SALVAGE E911 SIGN & POST

SAWCUT BITUMINOUS 12LF & REMOVE 58SY BITUMINOUS PAVEMENT

SCALE 20 0 20 40 IN FEET

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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

EXISTING CONDITIONS

CR 27 & BROADVIEW BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET 6 OF 22 SHEETS

CT336

Jan 29, 2025 - 2:31pm
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BROADVIEW DRIVE

TEXAS AVENUE (CSAH 27)

SEE SHEET 6

SHEET 8

RELOCATE UTILITY POLE (BY OTHERS)

SALVAGE "NO PASSING ZONE" SIGN AND POST (2)

RELOCATE UTILITY BOX (BY OTHERS)

RELOCATE UTILITY BOX (BY OTHERS)

SALVAGE WIRE FENCE 241LF

EX. INV=968.28

RELOCATE UTILITY POLE (BY OTHERS)

SALVAGE E911 SIGN & POST

107+00 108+00 109+00 110+00 111+00

75

50

P-OH T-BUR

CLEAR AND GRUB .260 AC

PROPOSED RIGHT-OF-WAY

CONSTRUCTION LIMIT

TEMPORARY CONSTRUCTION EASEMENT

PROPOSED DRAINAGE AND UTILITY EASEMENT

REMOVE FES EX. INV=960.24

PROPOSED DRAINAGE AND UTILITY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

SAWCUT BITUMINOUS 47LF & REMOVE 82 SY BITUMINOUS PAVEMENT

REMOVE 80LF 15" CMP

TEMPORARY CONSTRUCTION EASEMENT

LEGEND

- SAWCUT
- REMOVE CULVERT
- SALVAGE FENCE
- BITUMINOUS DRIVEWAY REMOVAL
- SALVAGE GRAVEL
- CLEAR AND GRUB TREES/BRUSH
- EXISTING PROPERTY LINE / RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EASEMENT LINE
- CONSTRUCTION LIMITS

20 0 20 40
SCALE IN FEET

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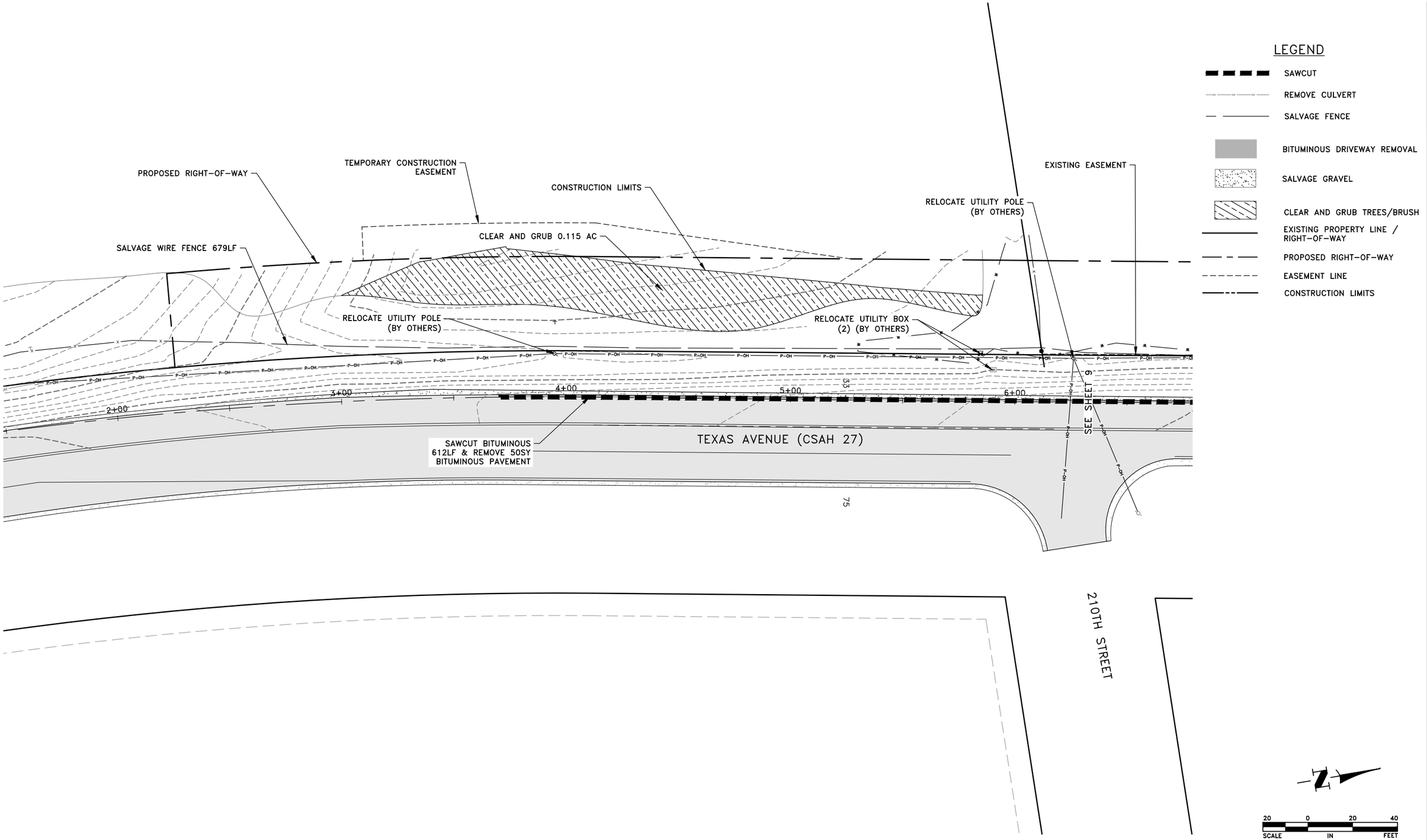
EXISTING CONDITIONS

CR 27 & BROADVIEW BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET 7 OF 22 SHEETS

CT336

Jan 29, 2025 - 2:31pm
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DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS
10/11/24	REVISE COUNTY RIGHT OF WAY

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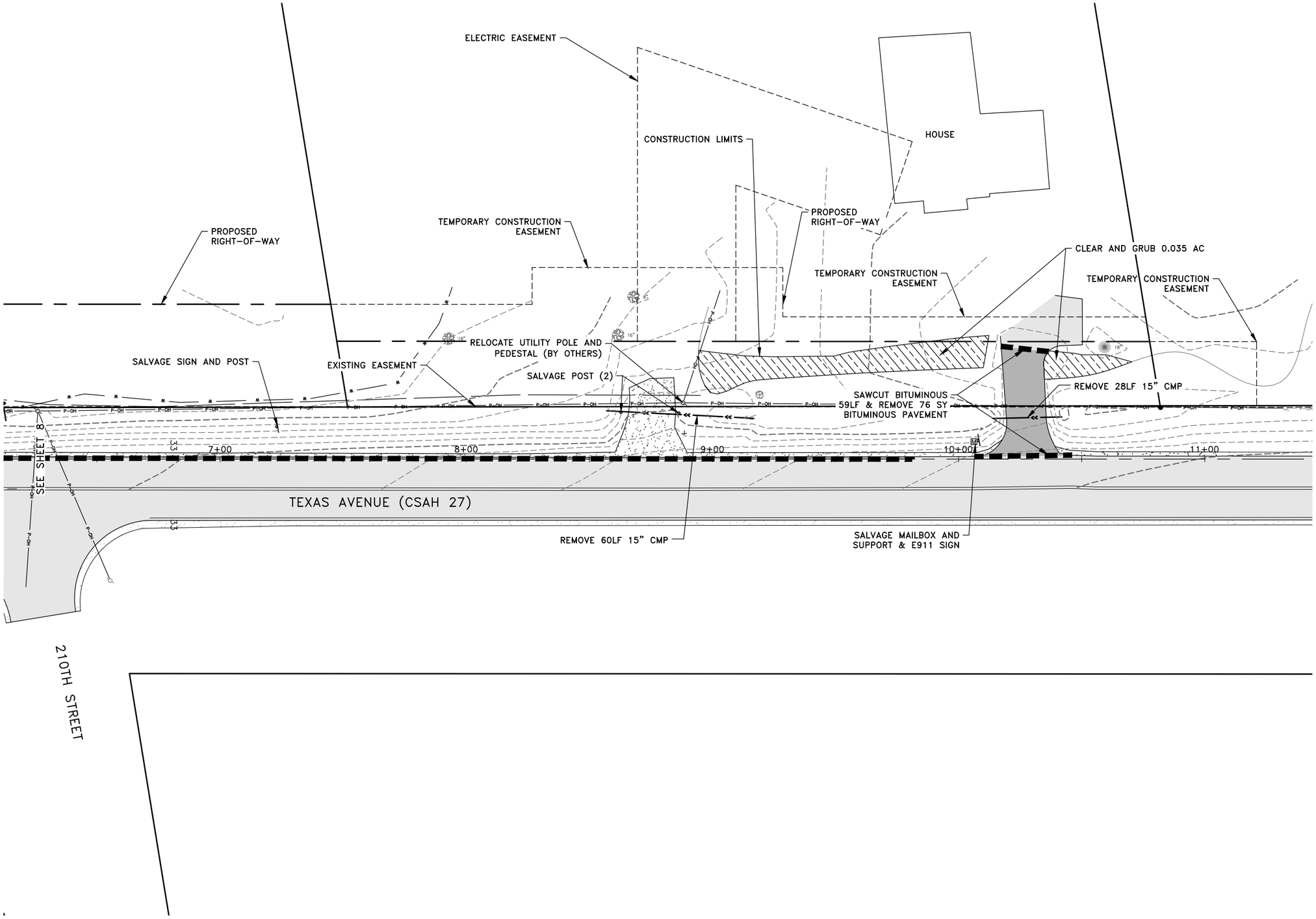
EXISTING CONDITIONS

CR 27 & 210TH STREET BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET 8 OF 22 SHEETS

CT336

Jan 29, 2025 – 2:31pm
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LEGEND

- SAWCUT
- REMOVE CULVERT
- SALVAGE FENCE
- BITUMINOUS DRIVEWAY REMOVAL
- SALVAGE GRAVEL
- CLEAR AND GRUB TREES/BRUSH
- EXISTING PROPERTY LINE / RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EASEMENT LINE
- CONSTRUCTION LIMITS

20 0 20 40
SCALE IN FEET

DATE	REVISION
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10/11/24	REVISE COUNTY RIGHT OF WAY

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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

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CR 27 & 210TH STREET BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET 9 OF 22 SHEETS

CT336

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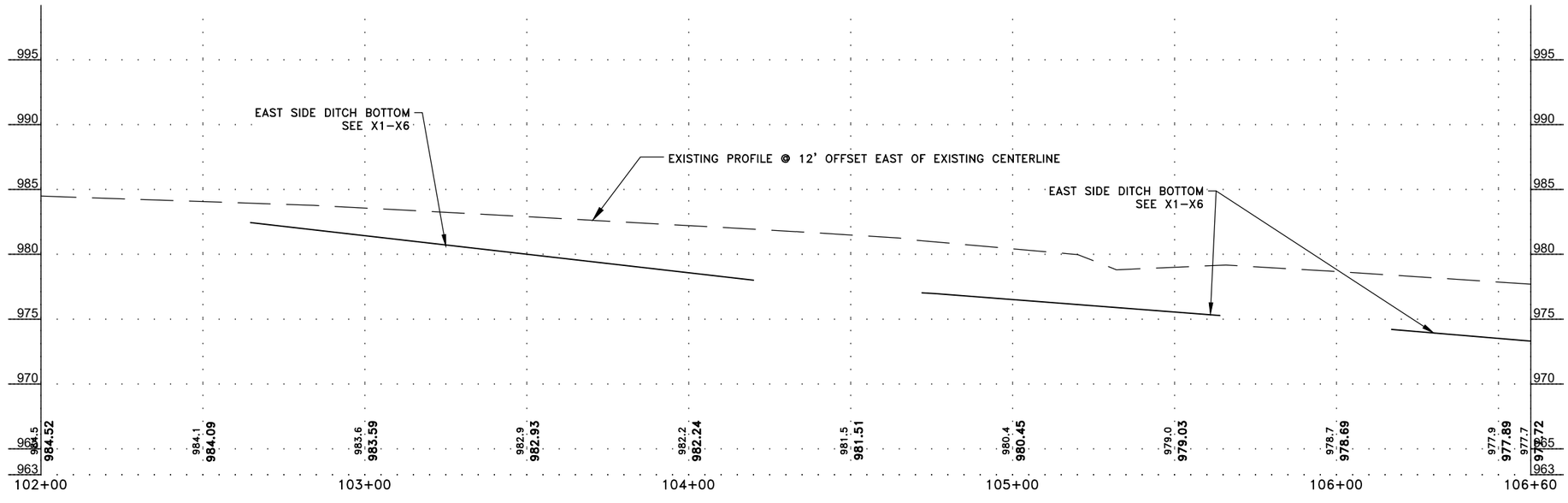
CAUTION
OVERHEAD ELECTRIC

CONNECT TO EXISTING STORM SEWER
40SY BITUMINOUS DRIVEWAY PAVEMENT
PROPOSED DITCH BOTTOM
INSTALL SALVAGED MAILBOX AND POST
INSTALL SALVAGED E911 SIGN & POST
SEE SHEET 11
102+00
103+00
104+00
105+00
106+00
INV=978.50
8LF 18" CMP (INCL. 1 FES ①)
50LF SILT FENCE
GRADING LIMITS
RADIUS=20'
INV=977.70
52LF 15" RCP (INCL. 2 FES ①)
PROPOSED DITCH BOTTOM
EXISTING RIGHT-OF-WAY
10 TON CLASS 5 GRAVEL
INV=977.00
127LF SILT FENCE
INV=975.20
52LF 15" RCP (INCL. 2 FES ①)
INV=974.30
PROPOSED DITCH BOTTOM
57SY BITUMINOUS DRIVEWAY PAVEMENT

LEGEND

- DRIVEWAY CULVERT
- SILT FENCE PER 4/5
- INLET PROTECTION PER 3/5
- MAIL BOX AND SUPPORT PER 2/4
- SIGN
- CONSTRUCT TURN LANE PER 1/3, 2/3 & 3/3
- CONSTRUCT DRIVEWAY PER 5/5
- Mn/DOT SEED MIXTURE 25-151 EROSION CONTROL BLANKET CATEGORY 20
- PROPOSED WETLAND FILL
- EXISTING PROPERTY LINE / RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EASEMENT LINE
- CONSTRUCTION LIMITS

SCALE 20 0 20 40 IN FEET



NOTES:

1. CSAH 27 HAS A SUPER-ELEVATION. CONTRACTOR SHALL MATCH SUPER-ELEVATION WITH TURN LANE CONSTRUCTION.
2. CONTRACTOR SHALL FILL ALL EXCAVATIONS ADJACENT TO THE IN-PLACE PAVEMENT AT THE END OF EACH WORKING DAY.

REFERENCE NOTES:

① CULVERT LENGTH INCLUDES THE LENGTH OF THE FLARED END SECTIONS

DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS
1/10/25	REVISE DRAINAGE PLAN

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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

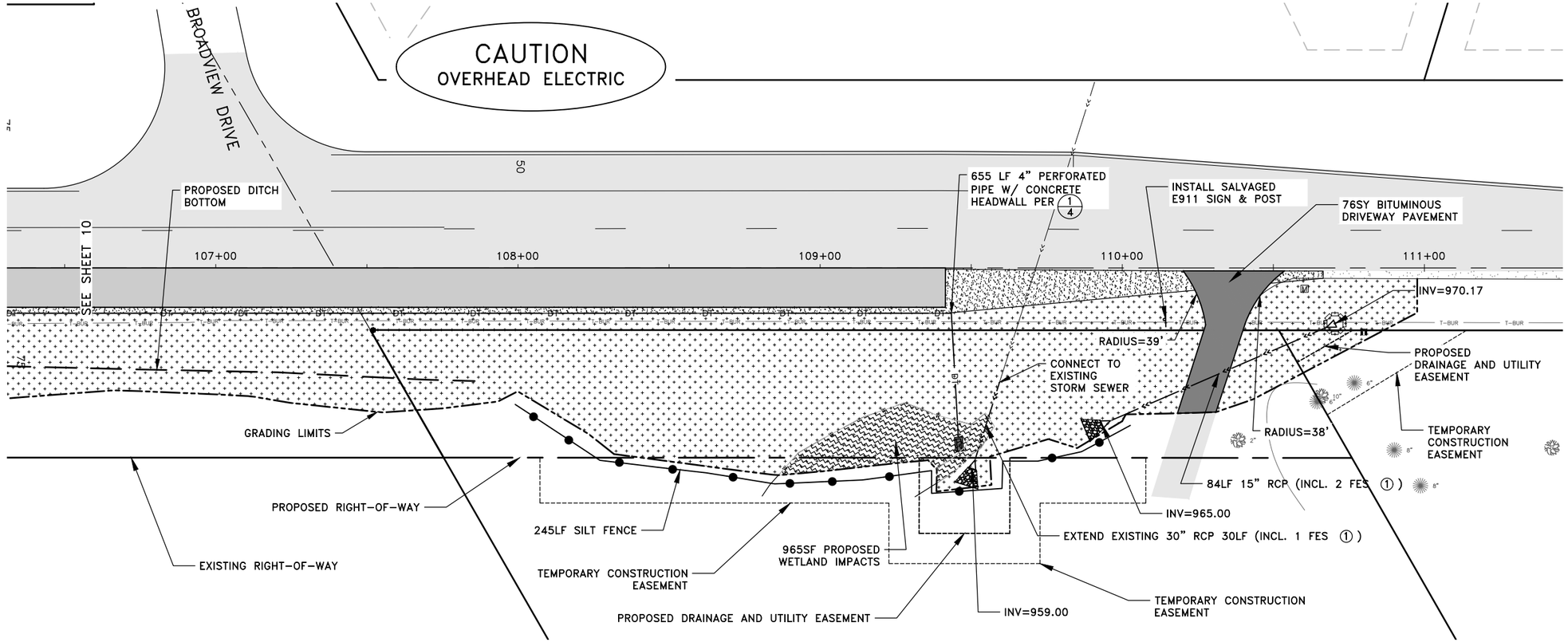
PLAN & PROFILE

CR 27 & BROADVIEW BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET 10 OF 22 SHEETS

CT336

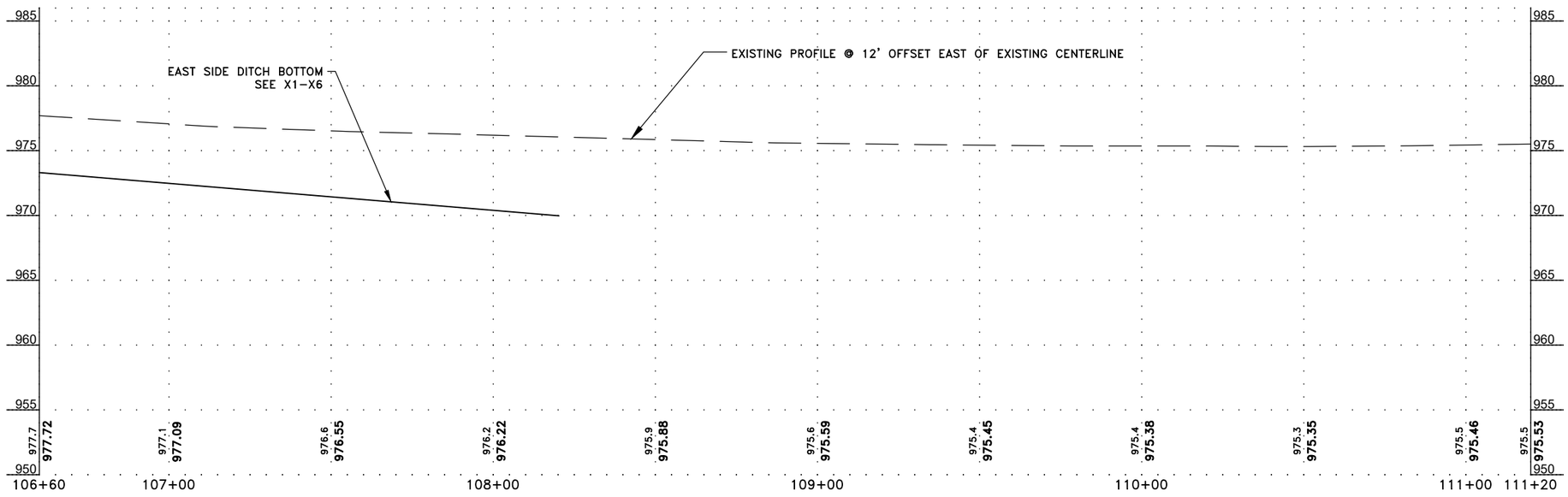
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LEGEND

- DRIVEWAY CULVERT
- SILT FENCE PER 4/5
- INLET PROTECTION PER 3/5
- MAIL BOX AND SUPPORT PER 2/4
- SIGN
- CONSTRUCT TURN LANE PER 1/3, 2/3 & 3/3
- CONSTRUCT DRIVEWAY PER 5/5
- Mn/DOT SEED MIXTURE 25-151 EROSION CONTROL BLANKET CATEGORY 20
- PROPOSED WETLAND FILL
- EXISTING PROPERTY LINE / RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EASEMENT LINE
- CONSTRUCTION LIMITS

SCALE IN FEET: 20 0 20 40



NOTES:

1. CSAH 27 HAS A SUPER-ELEVATION. CONTRACTOR SHALL MATCH SUPER-ELEVATION WITH TURN LANE CONSTRUCTION.
2. CONTRACTOR SHALL FILL ALL EXCAVATIONS ADJACENT TO THE IN-PLACE PAVEMENT AT THE END OF EACH WORKING DAY.

REFERENCE NOTES:

① CULVERT LENGTH INCLUDES THE LENGTH OF THE FLARED END SECTIONS

DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS
1/10/25	REVISE DRAINAGE PLAN

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.

SHANE NELSON, P.E. Lic. No. 43381

Date 02/15/23

DESIGNED BY: SN
DRAWN BY: SJ
CHECKED BY: AV

Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
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www.hakanson-anderson.com

COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

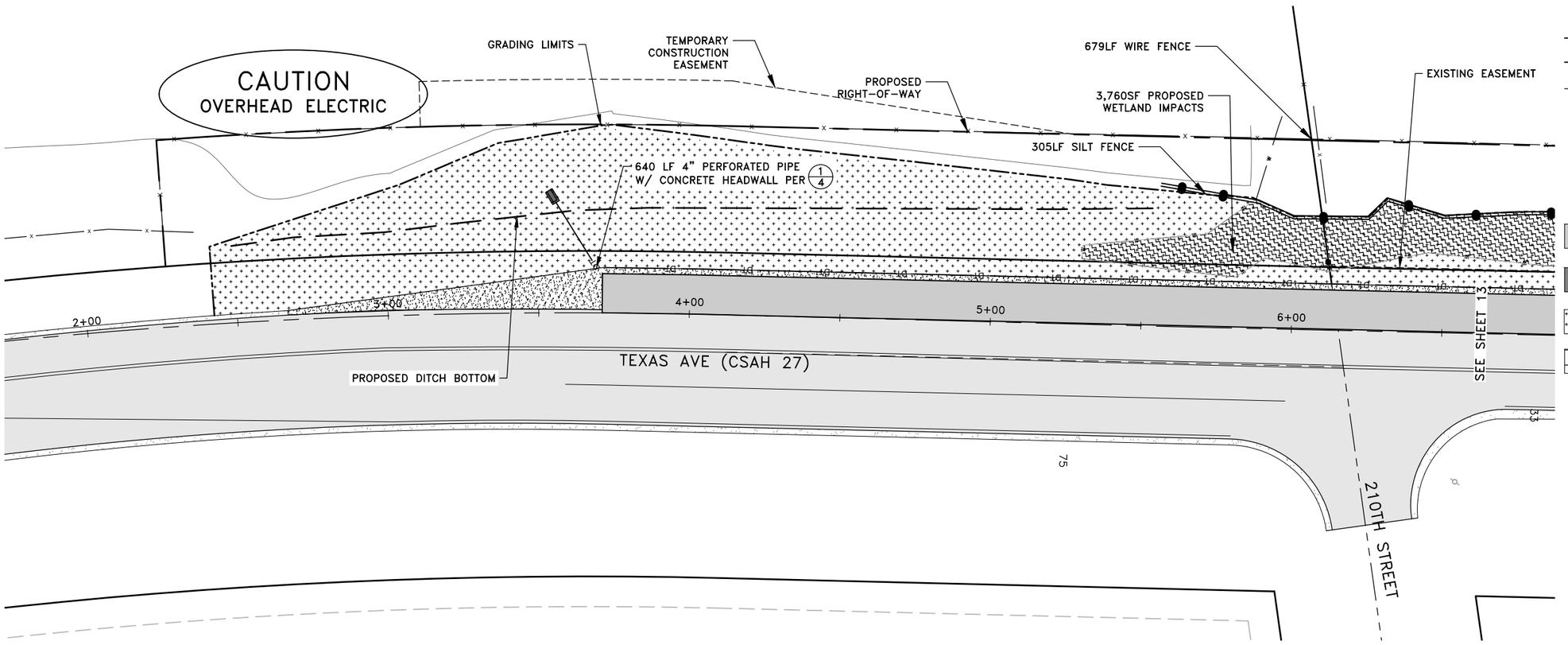
PLAN & PROFILE

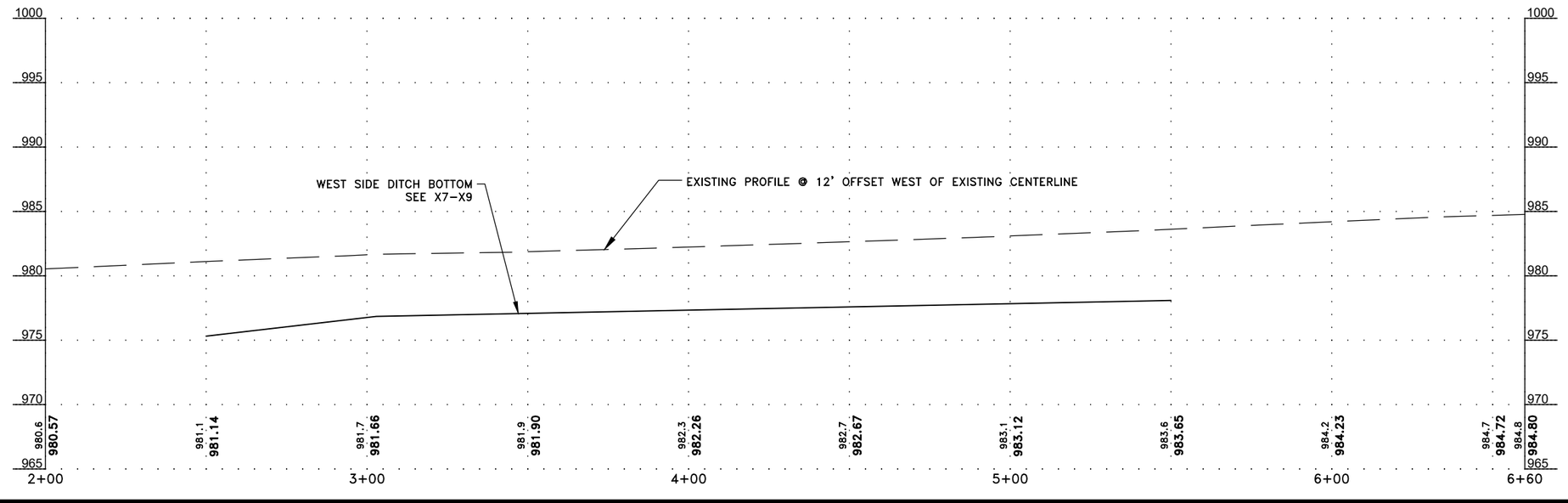
CR 27 & BROADVIEW BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET 11 OF 22 SHEETS

CT336

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NOTES:

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2. CONTRACTOR SHALL FILL ALL EXCAVATIONS ADJACENT TO THE IN-PLACE PAVEMENT AT THE END OF EACH WORKING DAY.

DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS
10/11/24	REVISE COUNTY RIGHT OF WAY

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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

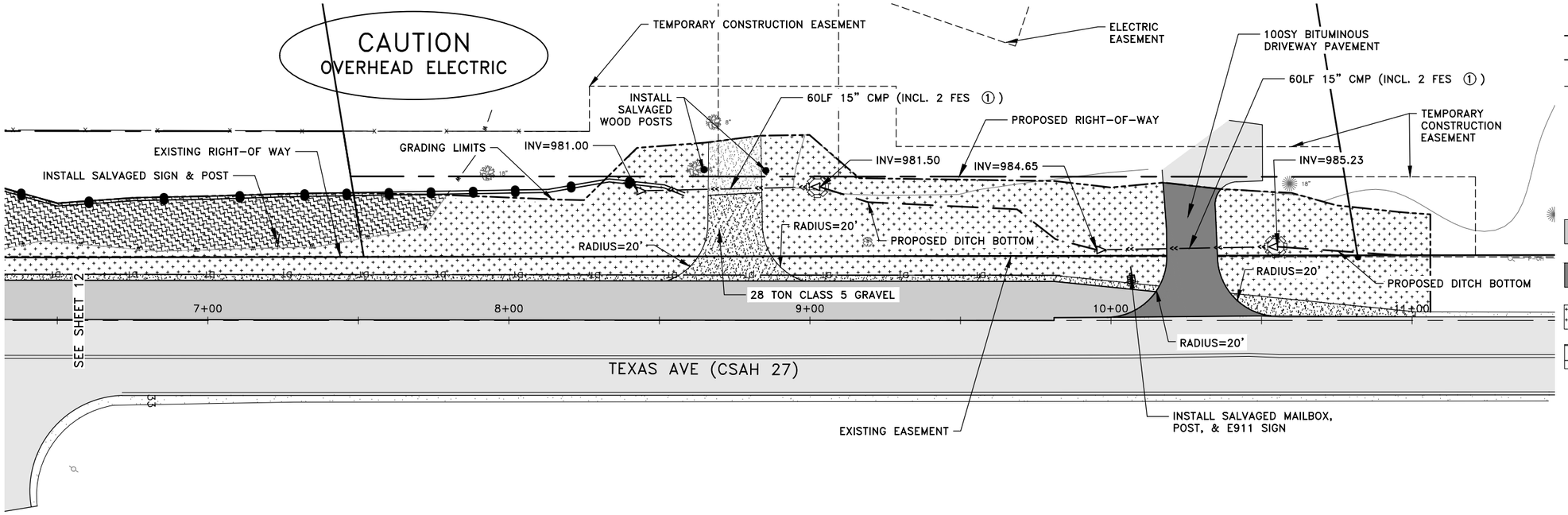
PLAN & PROFILE

CR 27 & 210TH STREET BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET 12 OF 22 SHEETS

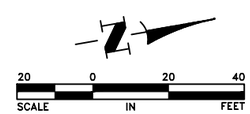
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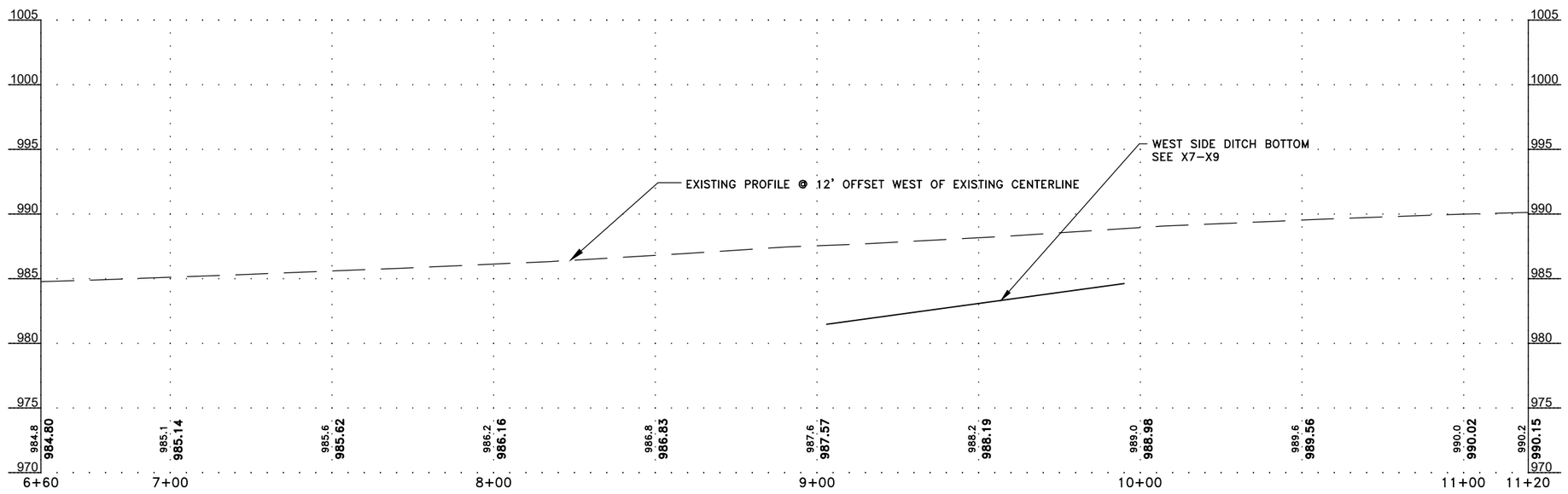
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LEGEND

- DRIVEWAY CULVERT
- SILT FENCE PER (4/5)
- WIRE FENCE PER
- INLET PROTECTION PER (3/5)
- RIPRAP PER (1/5)
- MAIL BOX AND SUPPORT PER (2/4)
- CONSTRUCT TURN LANE PER (1/3), (2/3) & (3/3)
- CONSTRUCT DRIVEWAY PER (5/5)
- Mn/DOT SEED MIXTURE 25-151 EROSION CONTROL BLANKET CATEGORY 20
- PROPOSED WETLAND FILL
- EXISTING PROPERTY LINE / RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EASEMENT LINE
- CONSTRUCTION LIMITS
- DELINEATED WETLAND





NOTES:

1. CSAH 27 HAS A SUPER-ELEVATION. CONTRACTOR SHALL MATCH SUPER-ELEVATION WITH TURN LANE CONSTRUCTION.
2. CONTRACTOR SHALL FILL ALL EXCAVATIONS ADJACENT TO THE IN-PLACE PAVEMENT AT THE END OF EACH WORKING DAY.

REFERENCE NOTES:

① CULVERT LENGTH INCLUDES THE LENGTH OF THE FLARED END SECTIONS

DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS
10/11/24	REVISE COUNTY RIGHT OF WAY

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SHANE NELSON, P.E. Lic. No. 43381

Date 02/15/23

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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

PLAN & PROFILE

CR 27 & 210TH STREET BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET 13 OF 22 SHEETS

CT336

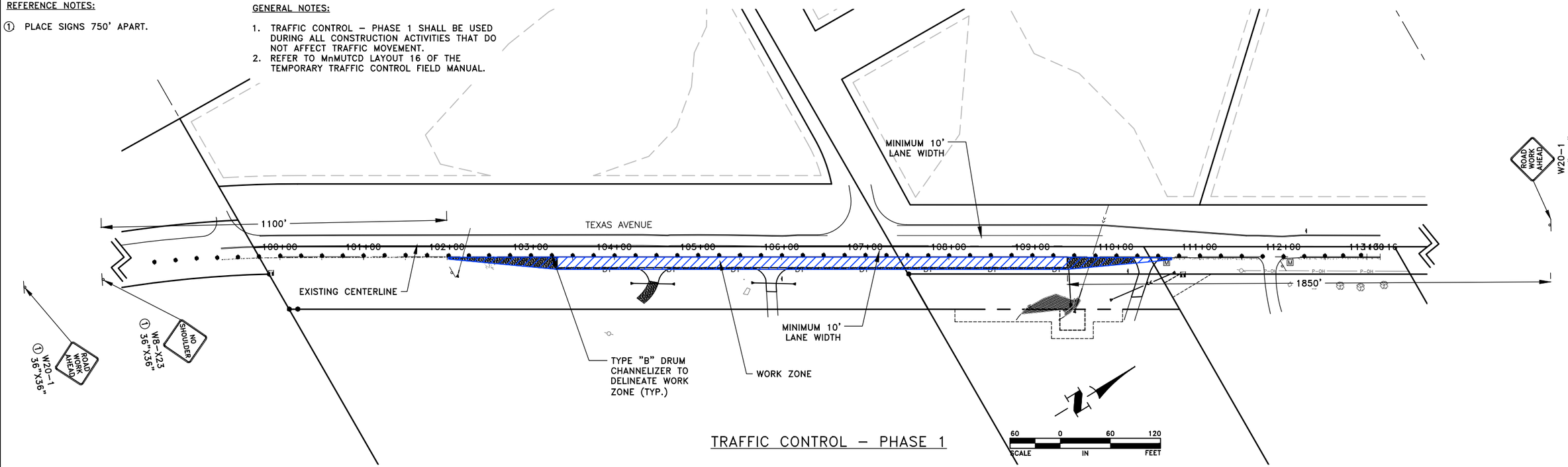
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REFERENCE NOTES:

① PLACE SIGNS 750' APART.

GENERAL NOTES:

1. TRAFFIC CONTROL – PHASE 1 SHALL BE USED DURING ALL CONSTRUCTION ACTIVITIES THAT DO NOT AFFECT TRAFFIC MOVEMENT.
2. REFER TO MnMUTCD LAYOUT 16 OF THE TEMPORARY TRAFFIC CONTROL FIELD MANUAL.



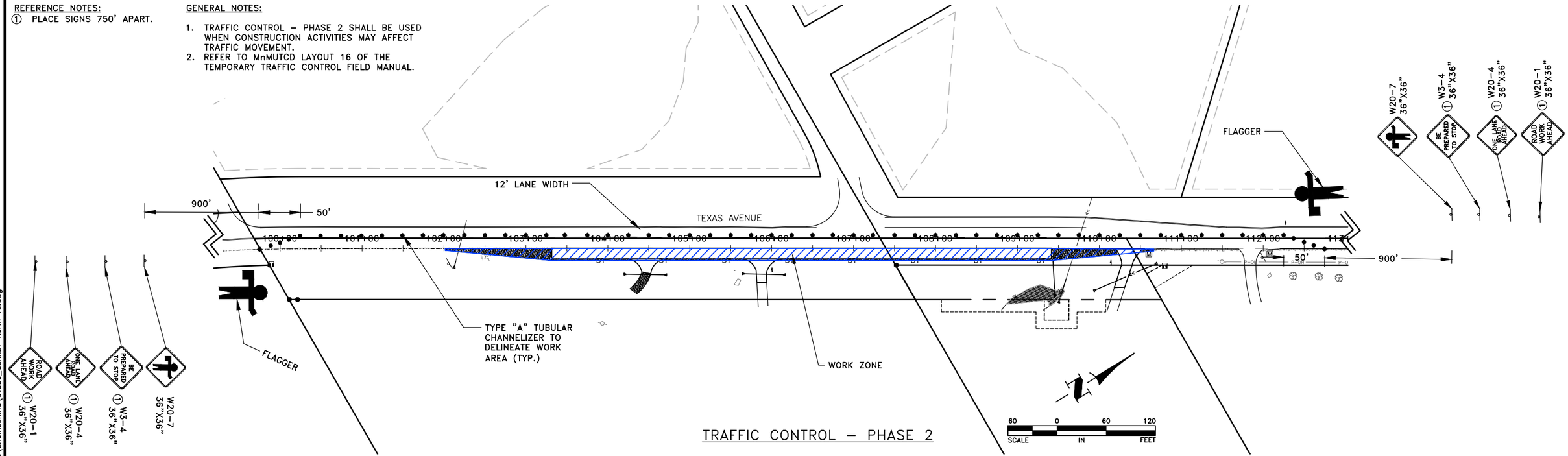
TRAFFIC CONTROL – PHASE 1

REFERENCE NOTES:

① PLACE SIGNS 750' APART.

GENERAL NOTES:

1. TRAFFIC CONTROL – PHASE 2 SHALL BE USED WHEN CONSTRUCTION ACTIVITIES MAY AFFECT TRAFFIC MOVEMENT.
2. REFER TO MnMUTCD LAYOUT 16 OF THE TEMPORARY TRAFFIC CONTROL FIELD MANUAL.



TRAFFIC CONTROL – PHASE 2

DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS

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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

TRAFFIC CONTROL PLAN

CR 27 & 210TH STREET BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET 14 OF 22 SHEETS

CT336

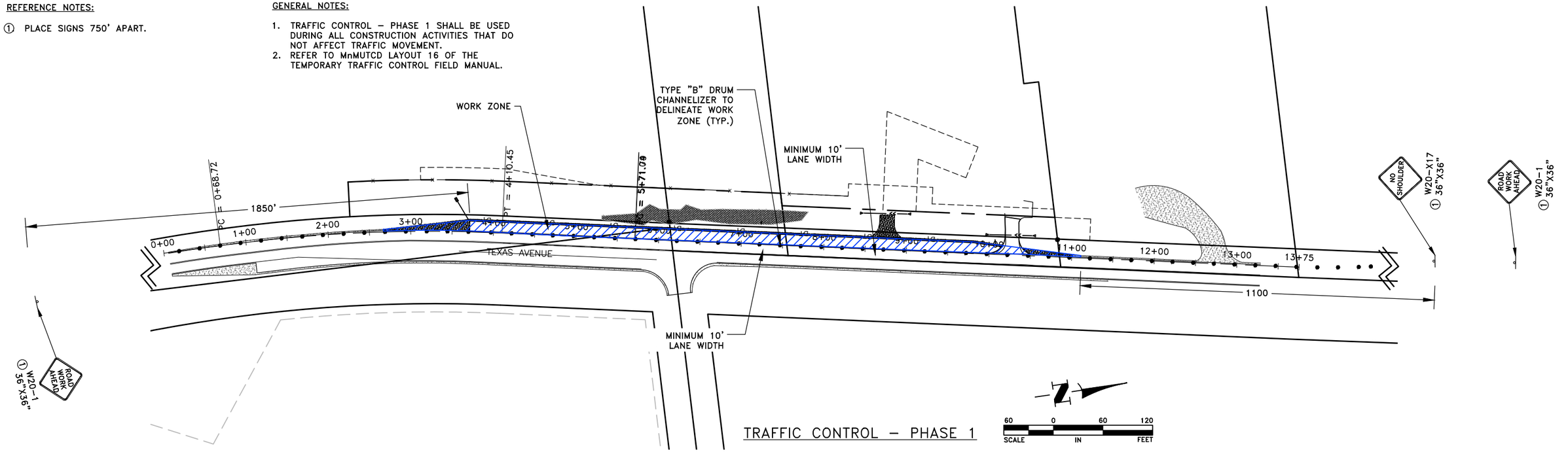
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REFERENCE NOTES:

① PLACE SIGNS 750' APART.

GENERAL NOTES:

1. TRAFFIC CONTROL – PHASE 1 SHALL BE USED DURING ALL CONSTRUCTION ACTIVITIES THAT DO NOT AFFECT TRAFFIC MOVEMENT.
2. REFER TO MnMUTCD LAYOUT 16 OF THE TEMPORARY TRAFFIC CONTROL FIELD MANUAL.



TRAFFIC CONTROL – PHASE 1

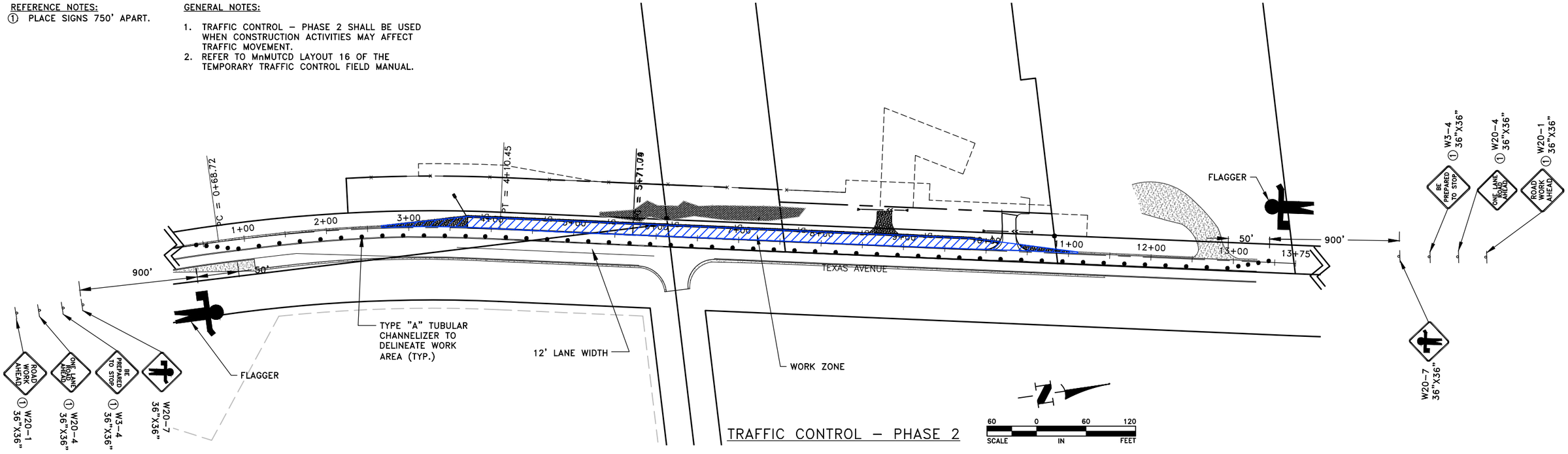
SCALE 60 0 60 120 IN FEET

REFERENCE NOTES:

① PLACE SIGNS 750' APART.

GENERAL NOTES:

1. TRAFFIC CONTROL – PHASE 2 SHALL BE USED WHEN CONSTRUCTION ACTIVITIES MAY AFFECT TRAFFIC MOVEMENT.
2. REFER TO MnMUTCD LAYOUT 16 OF THE TEMPORARY TRAFFIC CONTROL FIELD MANUAL.



TRAFFIC CONTROL – PHASE 2

SCALE 60 0 60 120 IN FEET

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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

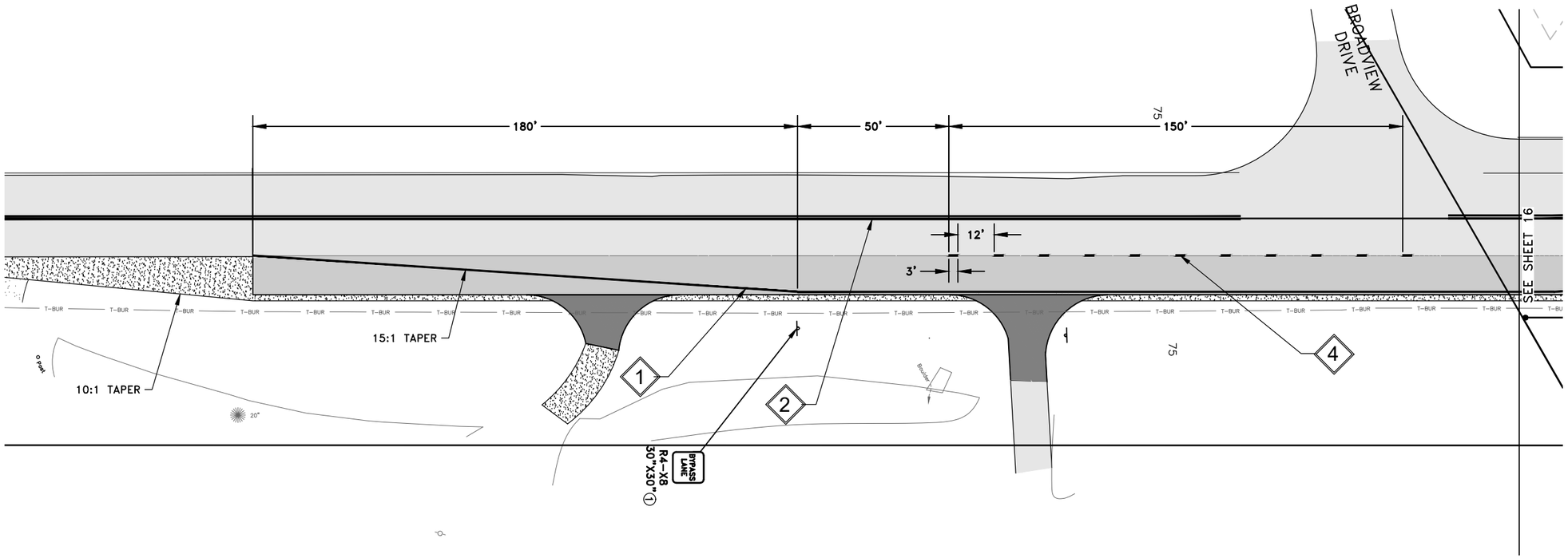
TRAFFIC CONTROL PLAN

CR 27 & BROADVIEW BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET 15 OF 22 SHEETS

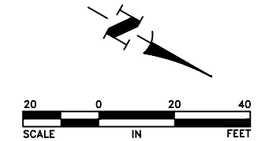
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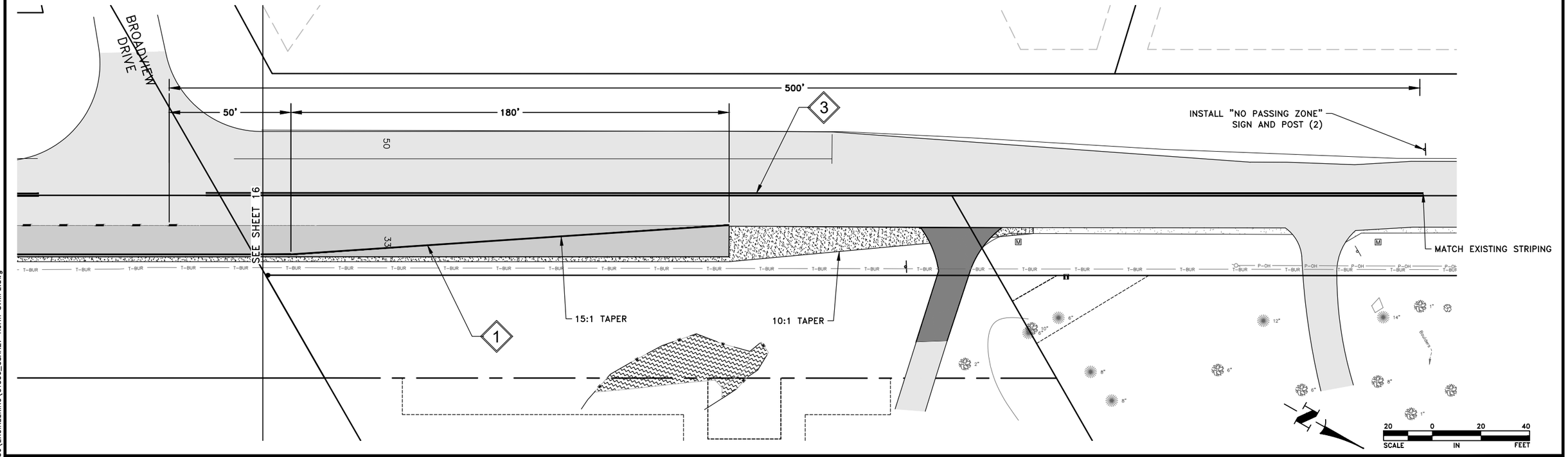
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REFERENCE NOTES:
① SEE SHEETS 18–22 FOR MORE INFORMATION OF SIGN CONSTRUCTION.

STRIPING LEGEND		
PAVEMENT MARKING LEGEND	LINE WIDTH (INCHES)	LINE COMPOSITION AND COLOR
1	6"	SINGLE SOLID WHITE – PAINT
2	4"	DOUBLE SOLID YELLOW – PAINT
3	4"	SINGLE SOLID & SINGLE SKIP YELLOW
4	10"	DOTTED WHITE – PAINT





DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS

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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

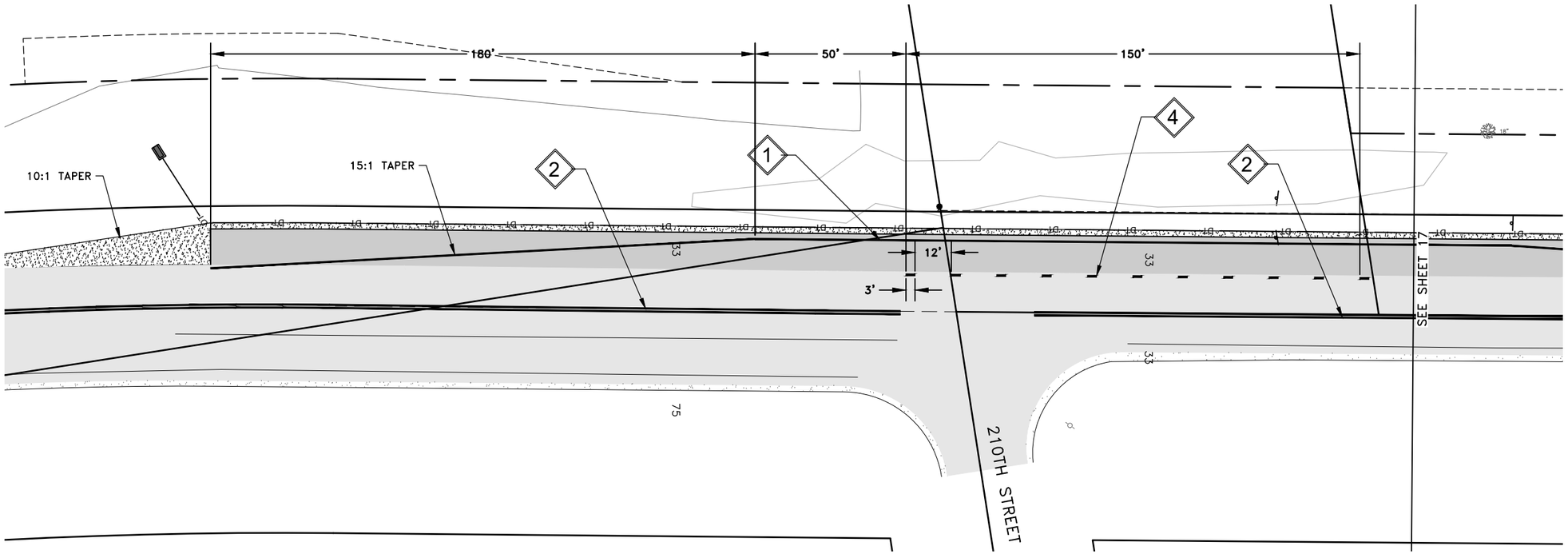
SIGN AND STRIPING PLAN

CR 27 & BROADVIEW BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

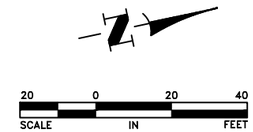
SHEET 16 OF 22 SHEETS

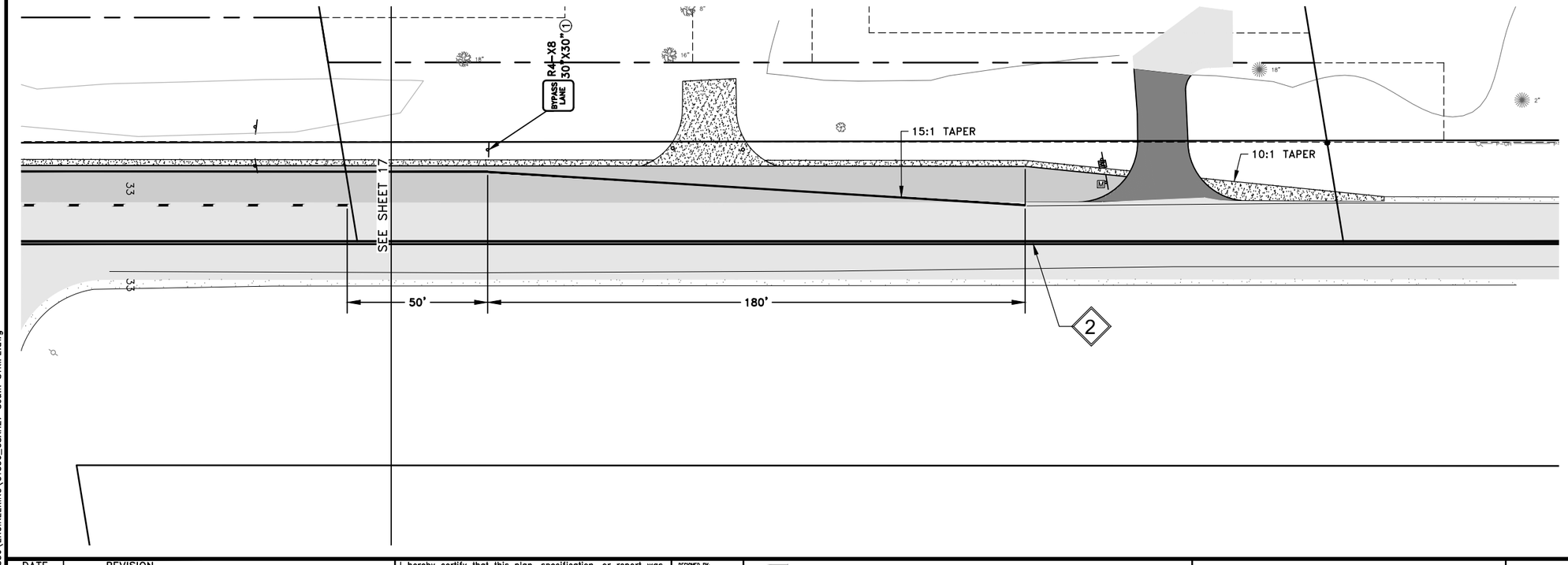
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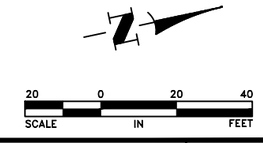


REFERENCE NOTES:
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STRIPING LEGEND		
PAVEMENT MARKING LEGEND	LINE WIDTH (INCHES)	LINE COMPOSITION AND COLOR
1	6"	SINGLE SOLID WHITE – PAINT
2	4"	DOUBLE SOLID YELLOW – PAINT
3	4"	SINGLE SOLID & SINGLE SKIP YELLOW
4	10"	DOTTED WHITE – PAINT



DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS

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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

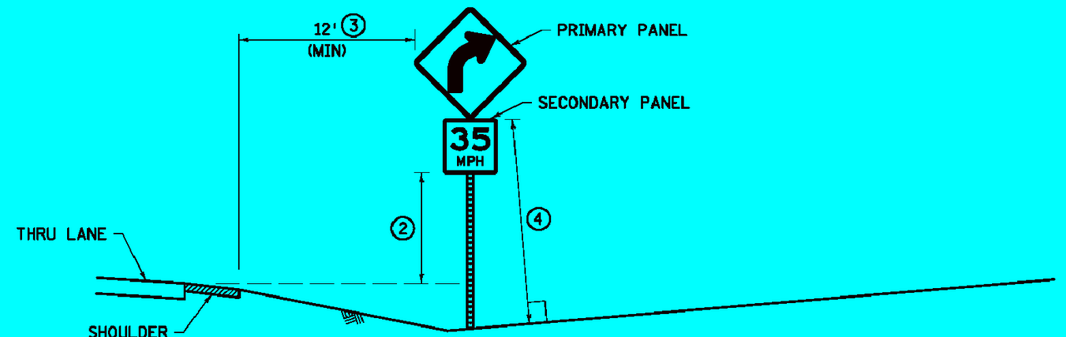
SIGN AND STRIPING PLAN

CR 27 & 210TH STREET BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

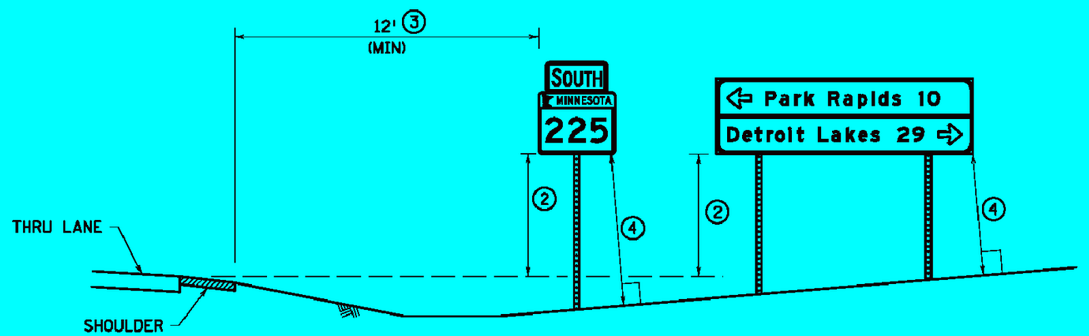
SHEET 17 OF 22 SHEETS

CT336

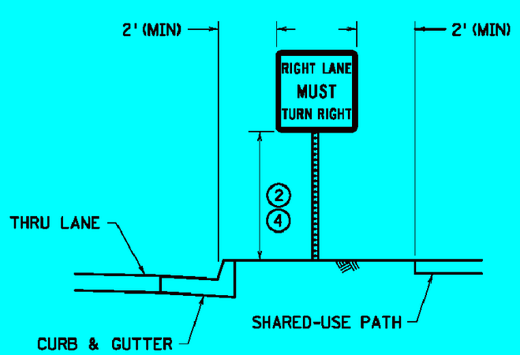
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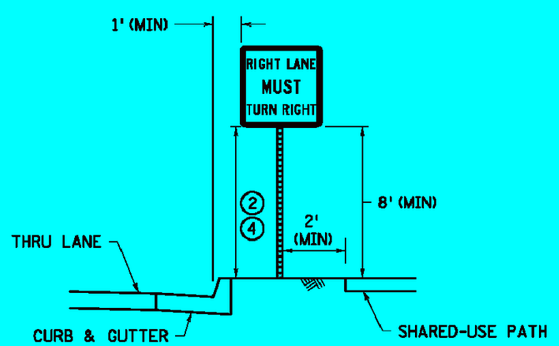
PRIMARY AND SECONDARY PANELS



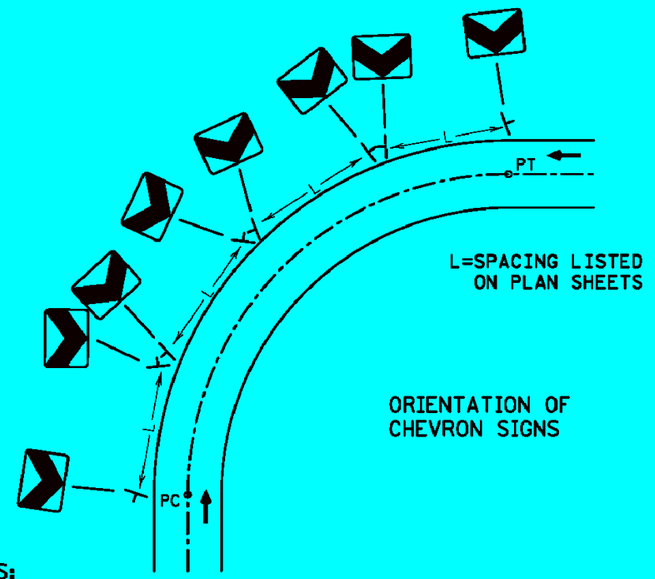
STANDARD LOCATIONS



BOULEVARD LOCATIONS
6' TO 12' WIDE



BOULEVARD LOCATIONS (1)
LESS THAN 6' WIDE



ORIENTATION OF
CHEVRON SIGNS

NOTES:

PLACE SIGNS AND ORIENT THEM APPROXIMATELY AS SHOWN IN THE PLAN, AT RIGHT ANGLES TO THE DIRECTION OF, AND FACING THE TRAFFIC THEY ARE INTENDED TO SERVE, UNLESS OTHERWISE SPECIFIED. TO AVOID SPECULAR GLARE, TURN SIGNS APPROXIMATELY THREE DEGREES AWAY FROM APPROACHING TRAFFIC.

IF A SIGN NEEDS TO BE REPOSITIONED FROM THE PROPOSED PLAN LOCATION IN ORDER TO AVOID CONFLICTS WITH UTILITIES OR OBSTACLES, CONTACT THE PROJECT ENGINEER.

MOUNT SIGN FACES PLUMB.

LATERAL CLEARANCES GIVEN APPLY TO RIGHT AND/OR LEFT SIDE INSTALLATION.

ERECT OR CONSTRUCT SIGN SUPPORT SO THAT NO PORTION OF THE SIGN PANEL IS WITHIN 15' OF THE RAIL OF A RAILROAD TRACK.

PLACE SIGNS SUCH THAT OBSTACLES DO NOT BLOCK THEM FROM BEING VIEWED BY THE APPROACHING TRAFFIC.

PLACE SIGNS A MINIMUM OF 10' FROM THE NEAREST OBSTACLE. OBSTACLES MAY INCLUDE, BUT ARE NOT LIMITED TO, LIGHT POLES, TREES, SIGNS, AND BUILDINGS. SIGNS MAY BE PLACED CLOSER TO SIGNS IN TIGHT AREAS, BUT NO MORE THAN TWO POSTS IN A 7' DIAMETER CIRCLE.

AVOID PLACING SIGNS IN DITCH BOTTOMS.

(1) ONLY USE WHEN BOULEVARD IS TOO NARROW TO OBTAIN ADEQUATE CURBED LOCATION SIGN OFFSETS.

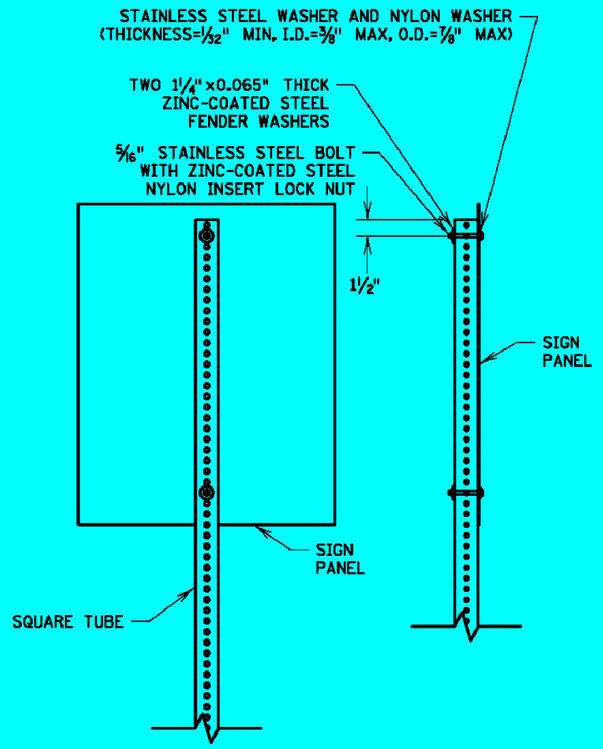
(2) ALL SIGN MOUNTING HEIGHTS ARE MEASURED VERTICALLY FROM THE BOTTOM OF THE LOWEST SIGN PANEL TO THE TOP OF THE CURB, OR IN ABSENCE OF CURB, TO THE NEAR EDGE OF THE THRU-LANE PAVEMENT. SEE SIGN TABULATIONS.

(3) MINIMUM OFFSET MAY BE REDUCED TO AT LEAST 6' FROM SHOULDER AND AT LEAST 12' FROM THRU LANE IF SITE CONDITIONS PROHIBIT A 12' OFFSET FROM SHOULDER.

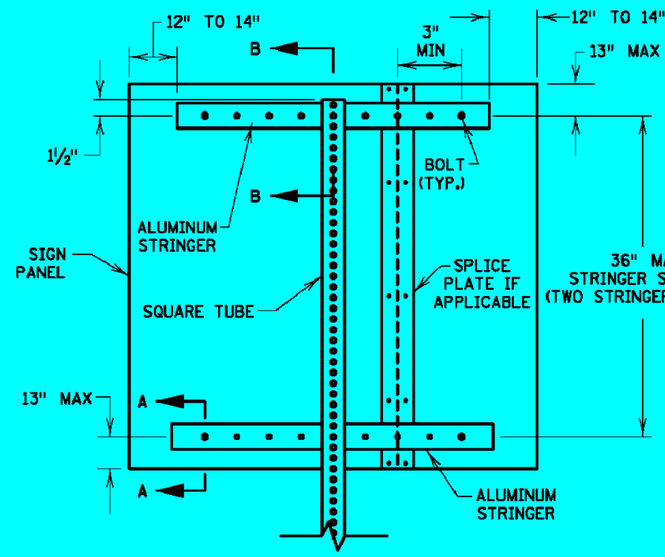
(4) CRASHWORTHY HEIGHT IS AT LEAST 7' FOR BREAKAWAY STRUCTURES AND AT LEAST 4' FOR BENDABLE STRUCTURES. SEE SPECIFIC SQUARE TUBE BASE STRUCTURE PLAN FOR CRASH RESPONSE TYPE. THE CRASHWORTHY HEIGHT IS MEASURED TO THE BOTTOM OF THE PRIMARY SIGN PANEL EXCLUDING ANY SECONDARY SIGN PANELS, MARKERS, DELINEATORS, AND REFERENCE LOCATION SIGN PANELS. ANY SECONDARY SIGN PANELS MOUNTED TO MORE THAN ONE POST ARE CONSIDERED PRIMARY SIGN PANELS FOR CRASHWORTHY PURPOSES.

LEAD EXPERT OFFICE			
BRIAN SORENSON STATE TRAFFIC ENGINEER OFFICE OF TRAFFIC ENGINEERING	MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.701	1 OF 1
	THOMAS STYRICKI STATE DESIGN ENGINEER	APPROVED: 08-09-2023 REVISED:	STANDARD SIGN PLACEMENT
		STATE PROJ. NO.	(T.H.) SHEET NO. 18 OF 22 SHEETS

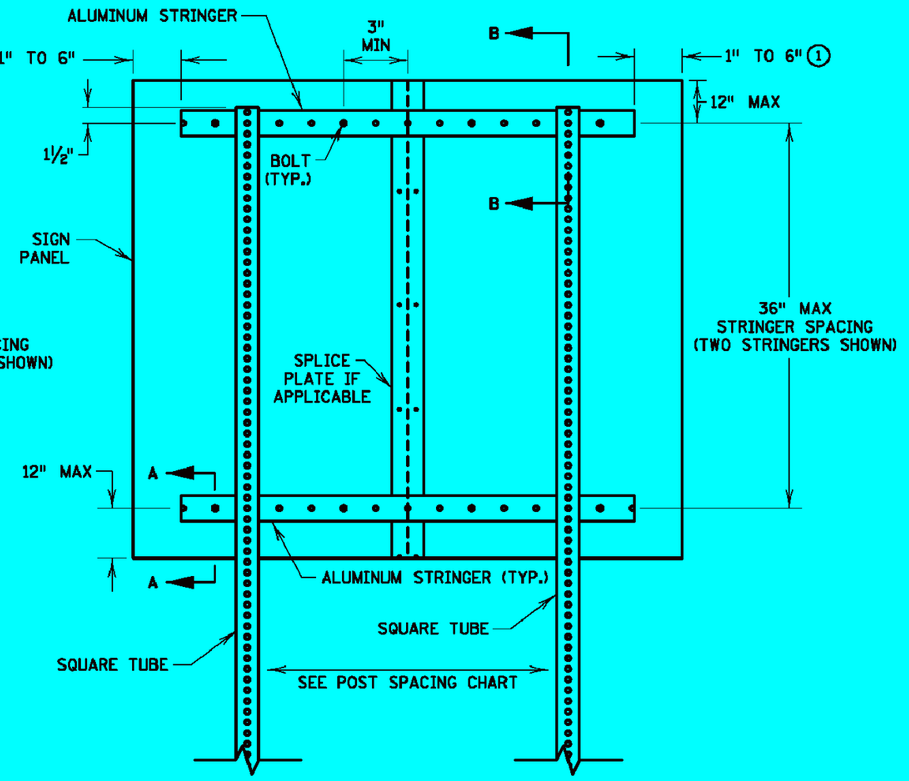
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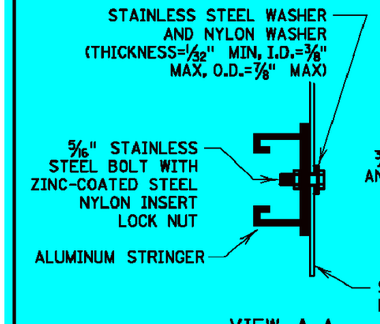
FOR SIGN PANELS UP TO 30" WIDE



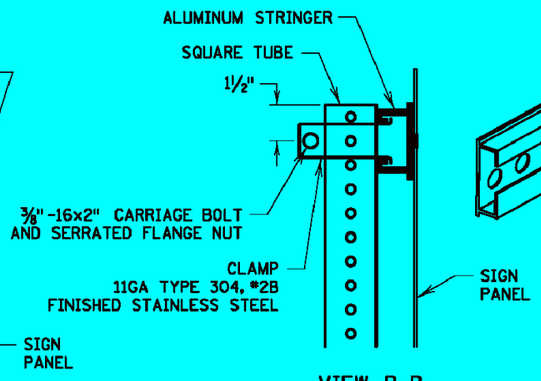
FOR SIGN PANELS 36" WIDE OR GREATER ON ONE POST



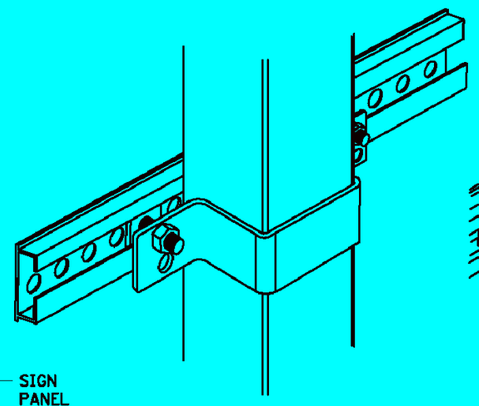
FOR SIGN PANELS ON TWO OR MORE POSTS



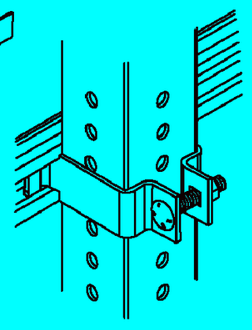
VIEW A-A



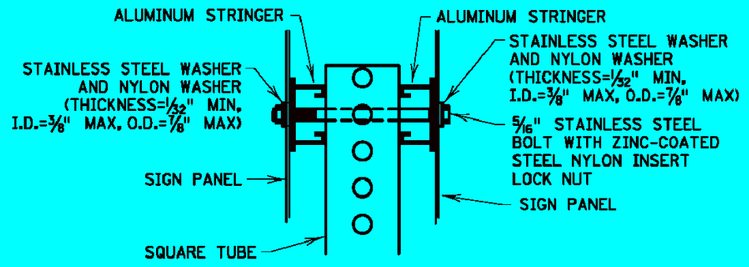
VIEW B-B



CLAMP DETAIL
4" SQUARE TUBE



CLAMP DETAIL
2" AND 2 1/2" SQUARE TUBE



BACK-TO-BACK SIGN MOUNTING WITH STRINGERS

NOTES:

BOLT SIGN PANELS TO STRINGERS OR RISER POSTS AT NO GREATER THAN 24" SPACING OR ACCORDING TO THE MNDOT STANDARD SIGNS AND MARKINGS MANUAL FOR MOUNTING HOLES (PUNCH CODES) INFORMATION.

CENTER STRINGERS ON SIGN PANEL.

(1) IF POST SPACING REQUIRES PLACEMENT OF A POST WITHIN THIS AREA, EXTEND STRINGERS AS NEEDED TO ACCOMMODATE THE STRINGER TO POST CLAMP.

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MINNESOTA DEPARTMENT OF TRANSPORTATION

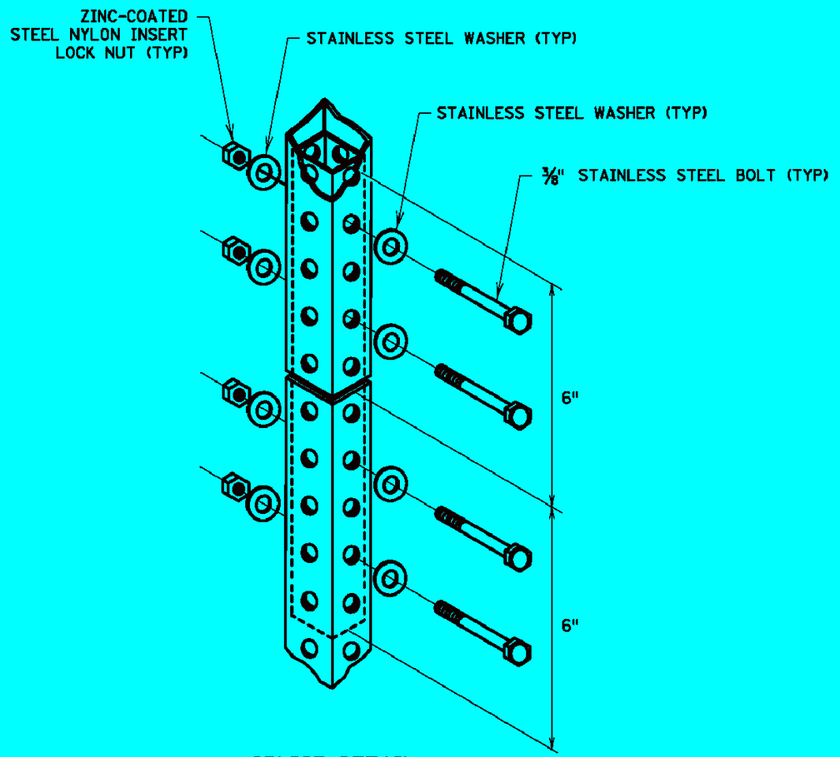
THOMAS STYRRICK
STATE DESIGN ENGINEER

STANDARD PLAN 5-297.718	1 OF 3
APPROVED: 08-09-2023 REVISED:	

SQUARE-TUBE SIGN MOUNTING DETAILS

STATE PROJ. NO. (TH) SHEET NO. 19 OF 22 SHEETS

Jan 29, 2025 – 2:32pm
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SPLICE DETAIL

PANEL WIDTH	SQUARE TUBE POST SPACING						
	2 POSTS	3 POSTS	4 POSTS	5 POSTS	6 POSTS	7 POSTS	8 POSTS
(IN)	(IN)	(IN)	(IN)	(IN)	(IN)	(IN)	(IN)
42	15						
48	21						
54	30						
60	36						
66	36						
72	42						
78	42						
84	48						
90	48	42					
96	48	42					
102	54	42					
108	54	42					
114	60	42					
120	60	48					
126	66	48					
132	66	48	42				
138	72	48	42				
144	72	48	42				
150	78	54	42				
156	78	54	42				
162	84	54	42				
168	84	60	48				
174	90	60	48	42			
180	90	60	48	42			
186	96	66	48	42			
192	96	66	48	42			
198	102	66	54	42			
204	102	72	54	42			
210	108	72	54	42			
216	108	72	54	48	42		
222	114	78	60	48	42		
228	114	78	60	48	42		
234	120	78	60	48	42		
240	120	84	60	48	42		
246		84	66	54	42		
252		84	66	54	42		
258		90	66	54	42	42	
264		90	66	54	48	42	
270		90	72	54	48	42	
276		96	72	60	48	42	
282		96	72	60	48	42	
288		96	72	60	48	42	
294		102	78	60	54	42	
300		102	78	60	54	42	42
306		102	78	66	54	42	42
312		108	78	66	54	48	42
318		108	84	66	54	48	42
324		108	84	66	54	48	42
330		114	84	66	60	48	42
336		114	84	72	60	48	42

DISTANCES ARE CENTER-TO-CENTER OF POSTS

NOTES:

NO MORE THAN ONE SPLICE PER POST.

WHEN USED, THE SPLICE MUST BE PLACED AT LEAST 8' ABOVE GROUND. THE PREFERRED PLACEMENT LOCATION IS BEHIND THE SIGN PANEL.

INTERIOR POST STUD SHALL BE ONE SIZE SMALLER FOR TIGHT FIT. IF RISER POST IS 2½", INTERIOR POST IS 2³⁄₁₆". IF RISER POST IS 2", INTERIOR POST IS 1¾".

LEAD EXPERT OFFICE

BRIAN SORENSON
STATE TRAFFIC ENGINEER
OFFICE OF TRAFFIC ENGINEERING

MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD PLAN 5-297.718 | 2 OF 3

APPROVED: 08-09-2023
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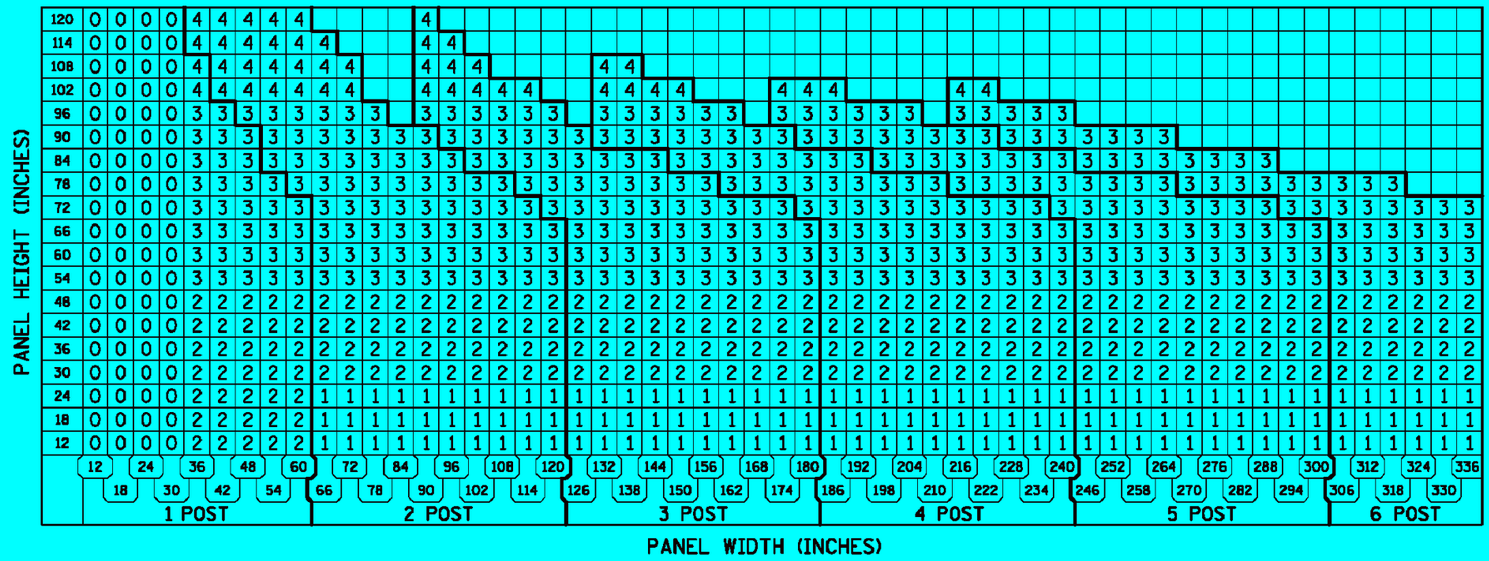
THOMAS STYBICKI
STATE DESIGN ENGINEER

SQUARE-TUBE SIGN MOUNTING DETAILS

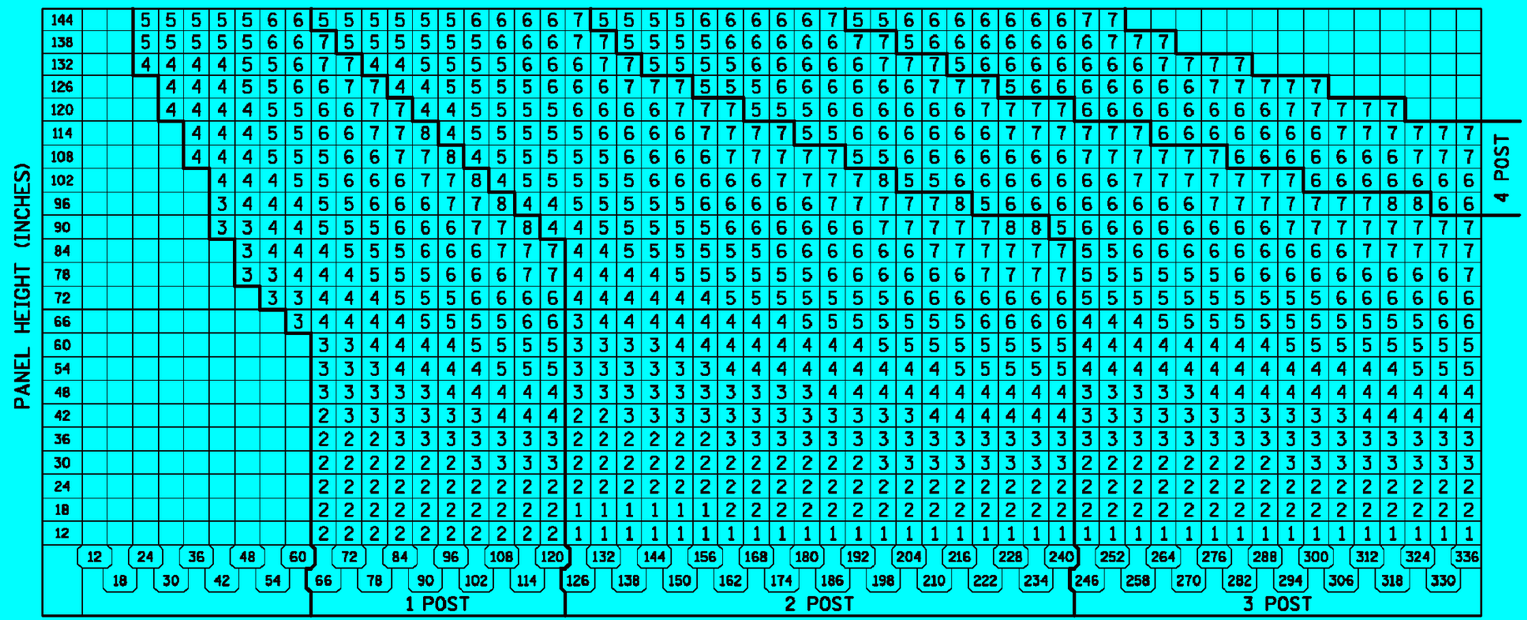
STATE PROJ. NO. (TH) SHEET NO. 20 OF 22 SHEETS

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NUMBER OF ALUMINUM STRINGERS FOR 2½" OR SMALLER POSTS

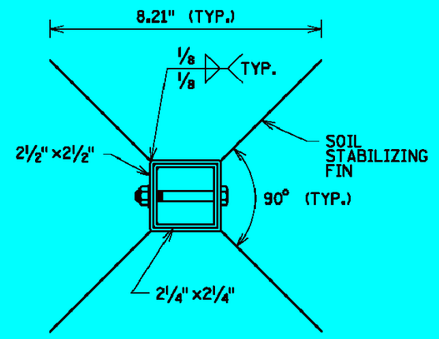


NUMBER OF STRINGERS FOR 4" POSTS

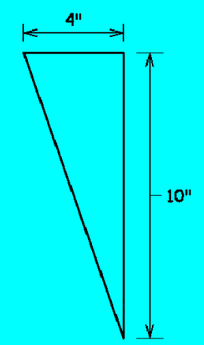


LEAD EXPERT OFFICE	STANDARD PLAN 5-297.718	3 OF 3	SQUARE-TUBE SIGN MOUNTING DETAILS
BRIAN SORENSON STATE TRAFFIC ENGINEER OFFICE OF TRAFFIC ENGINEERING	MINNESOTA DEPARTMENT OF TRANSPORTATION	APPROVED: 08-09-2023 REVISED: THOMAS STYBRICKI STATE DESIGN ENGINEER	STATE PROJ. NO. (TH) SHEET NO. 21 OF 22 SHEETS

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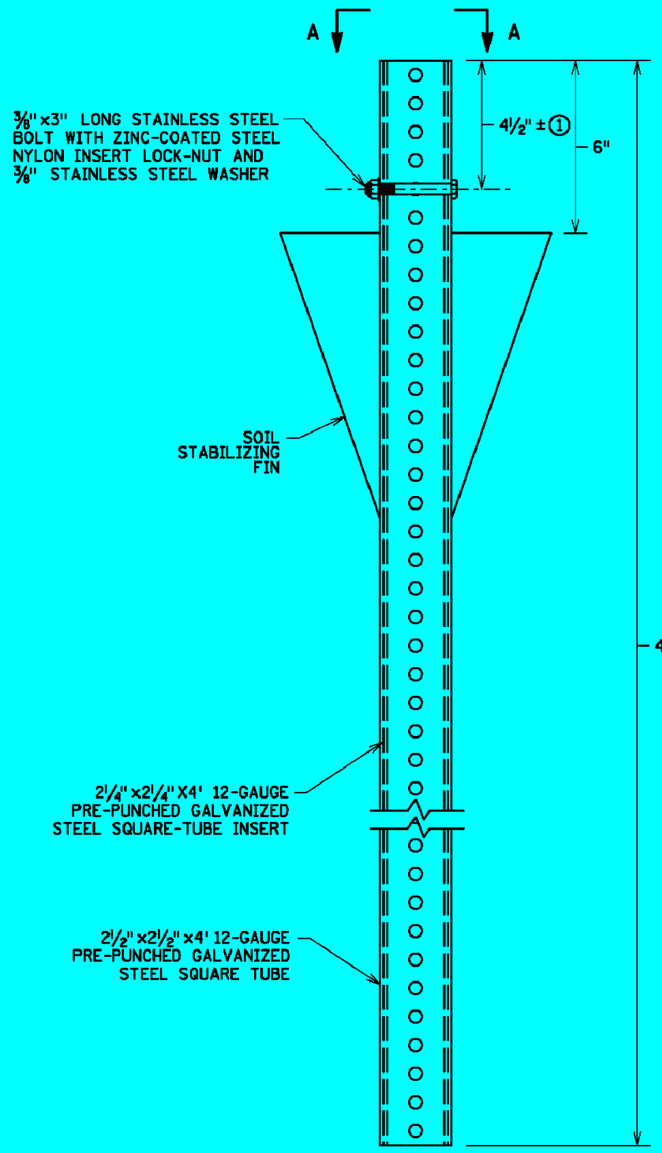


VIEW A-A

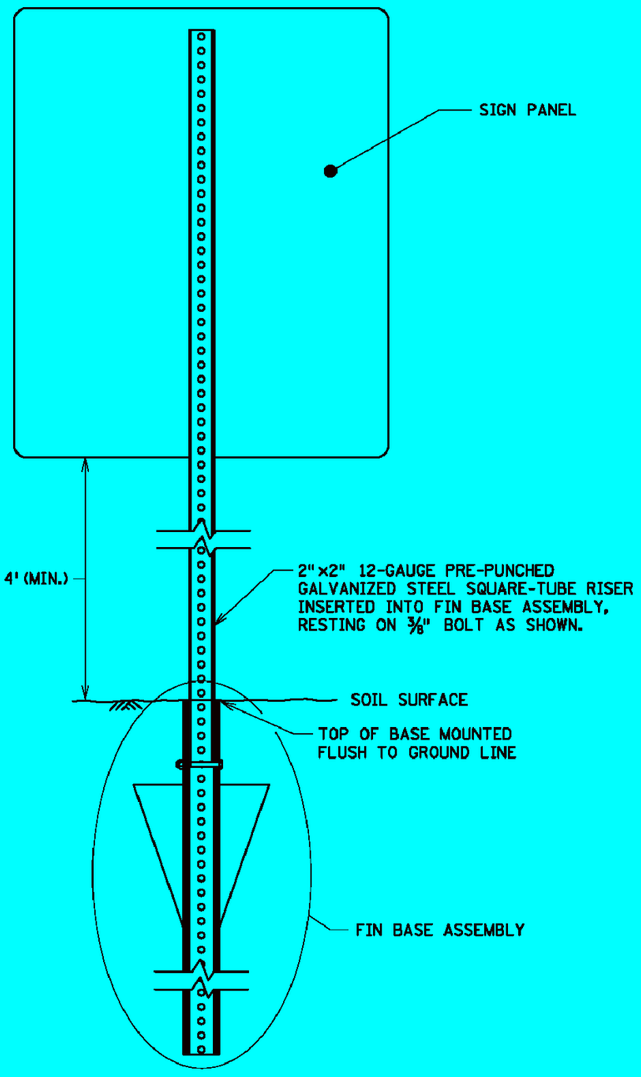


SOIL STABILIZING FIN
FOUR REQUIRED

12-GAUGE PRE-GALVANIZED ASTM A569 STEEL. WELD THE 10" EDGE OF EACH FIN TO EACH CORNER OF THE 2½" SQUARE TUBE. SEE VIEW A-A FOR WELDING DETAILS. WELDS MUST BE ZINC-COATED.



FIN BASE ASSEMBLY



FIN BASE IN SOIL

NOTES:

THE CRASH RESPONSE TYPE FOR THIS STRUCTURE IS BENDABLE.

TO MEET CRASHWORTHY REQUIREMENTS, THE DISTANCE BETWEEN THE BOTTOM OF THE SIGN PANEL AND THE GROUND SURFACE BELOW ANY PORTION OF THE SIGN PANEL MUST BE A MINIMUM OF 4'. SEE TABULATIONS FOR MOUNTING HEIGHT.

SEE STANDARD PLAN 5-297.718 FOR ADDITIONAL MOUNTING DETAILS.

SQUARE-TUBE SIGN POSTS IN ACCORDANCE WITH SPEC. 3402.

① INSERT BOLT IN 5TH HOLE DOWN.

LEAD EXPERT OFFICE

BRIAN SORENSON
STATE TRAFFIC ENGINEER
OFFICE OF TRAFFIC ENGINEERING

MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD PLAN 5-297.722 | 1 OF 1

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REVISED:

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STATE DESIGN ENGINEER

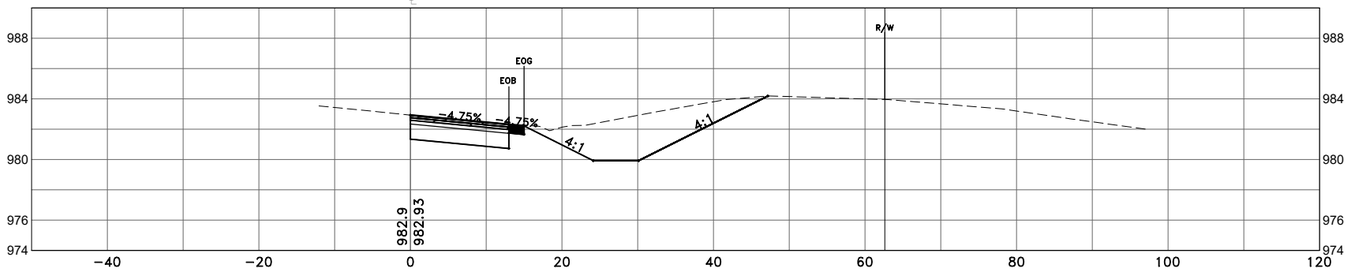
FIN BASE

FOR 2" SQUARE-TUBE RISER POST IN SOIL

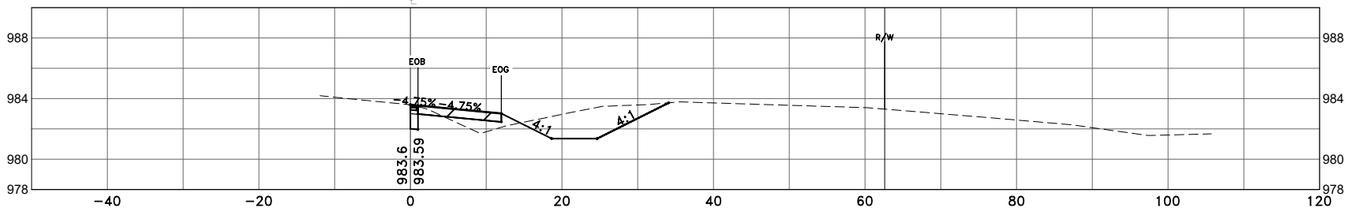
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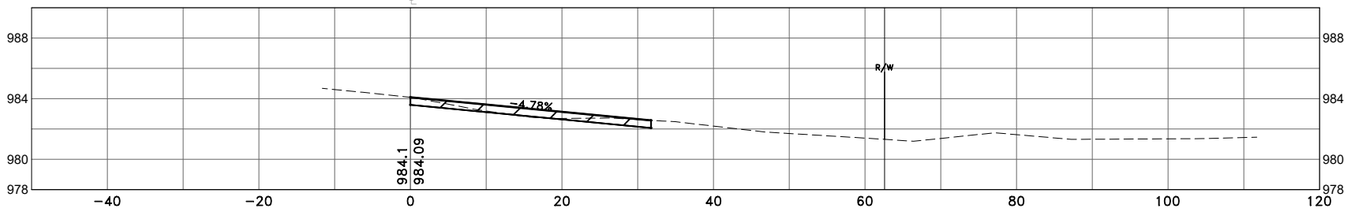
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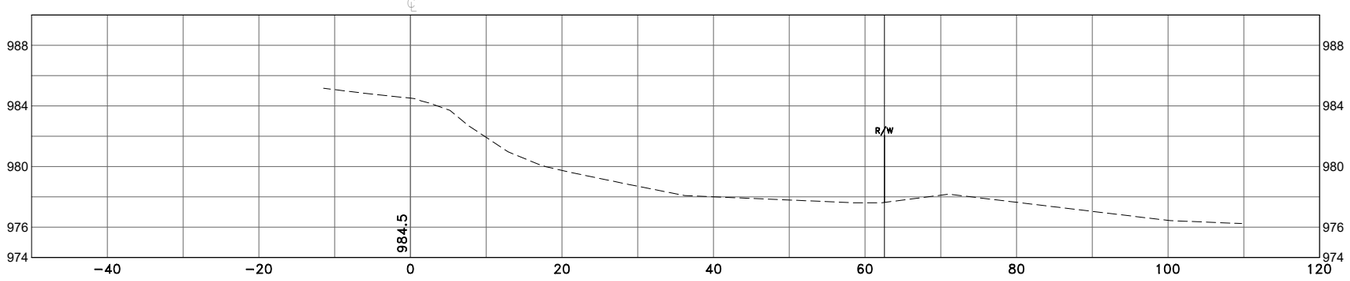
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CROSS SECTIONS - NORTH

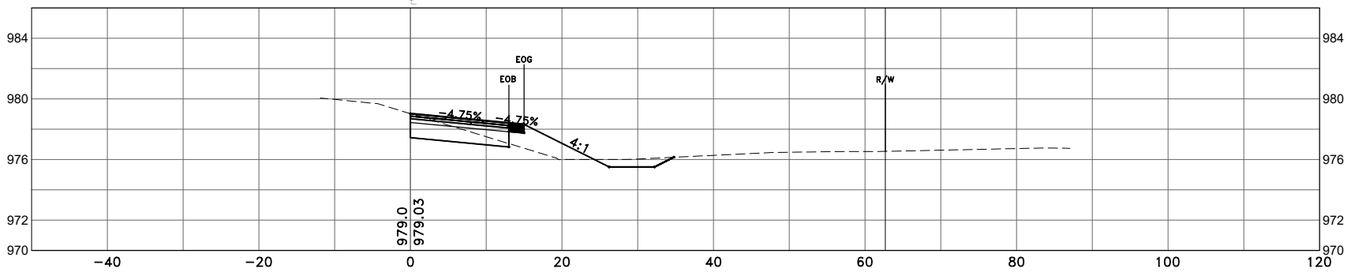
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SHEET X1 OF X9 SHEETS

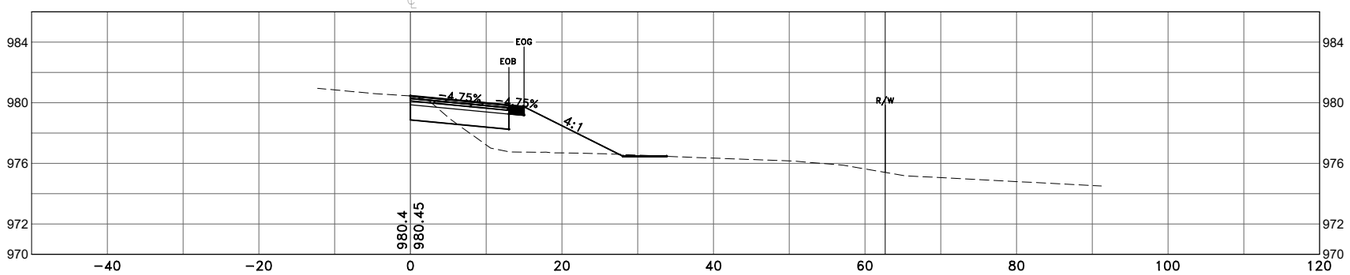
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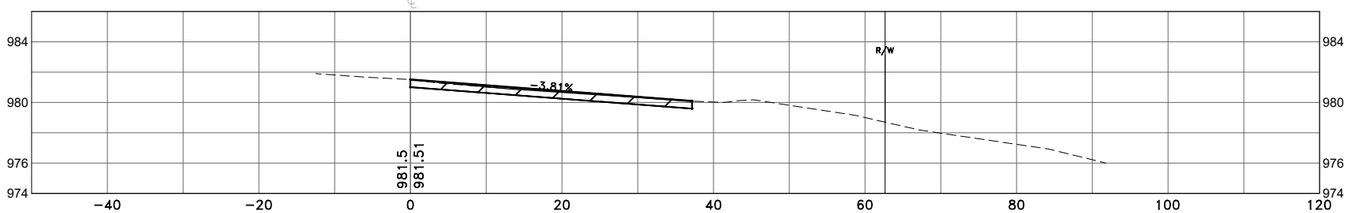
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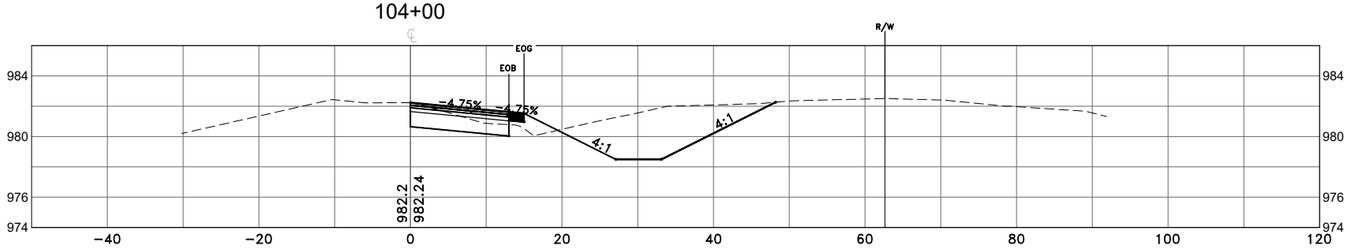
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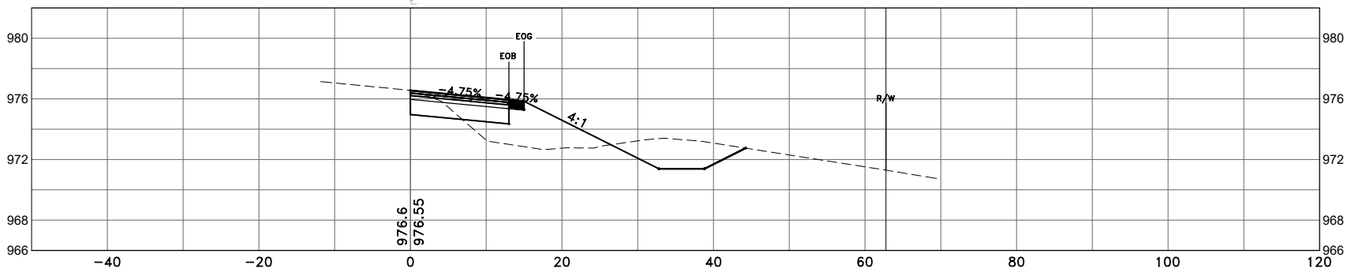
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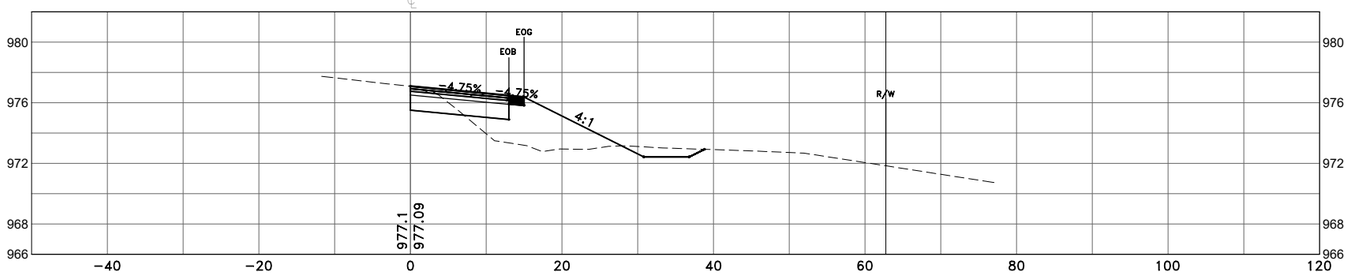
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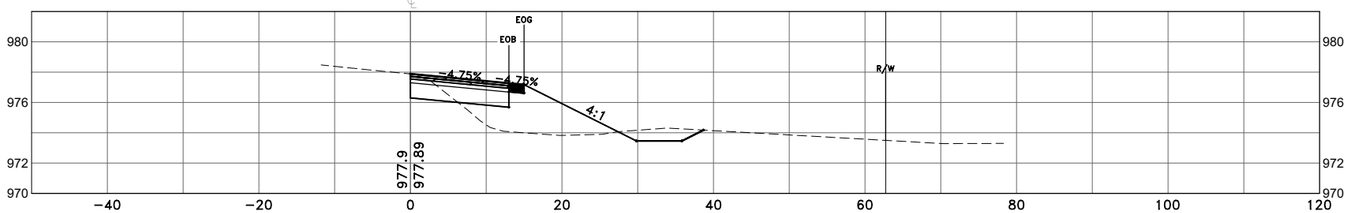
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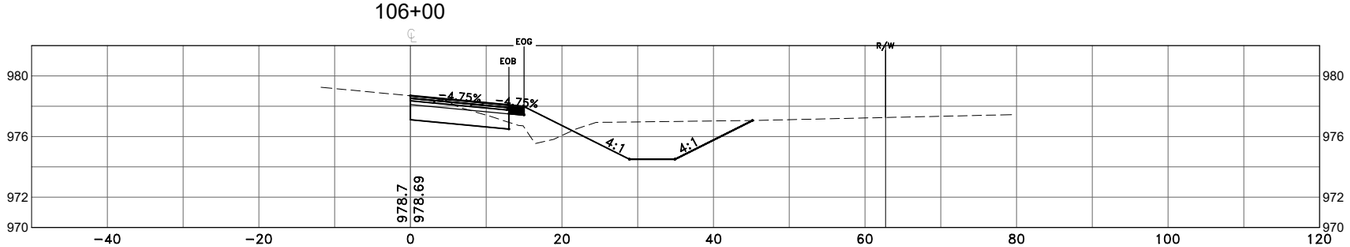
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CROSS SECTIONS - NORTH

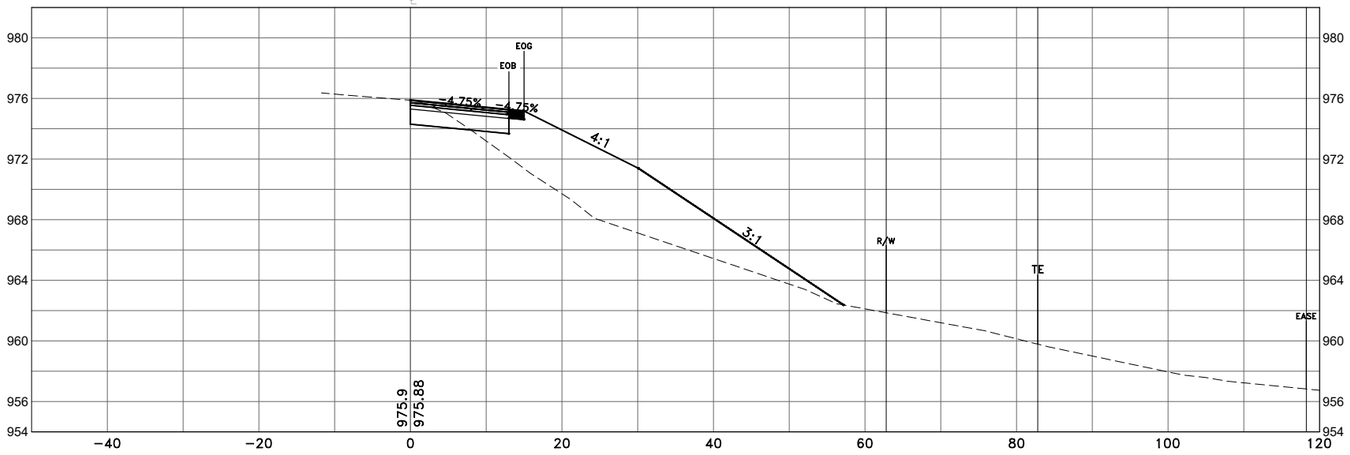
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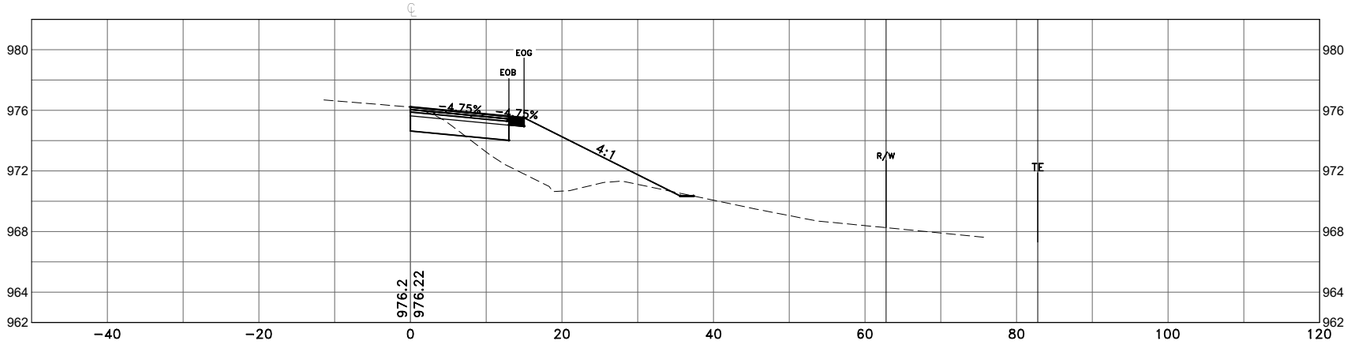
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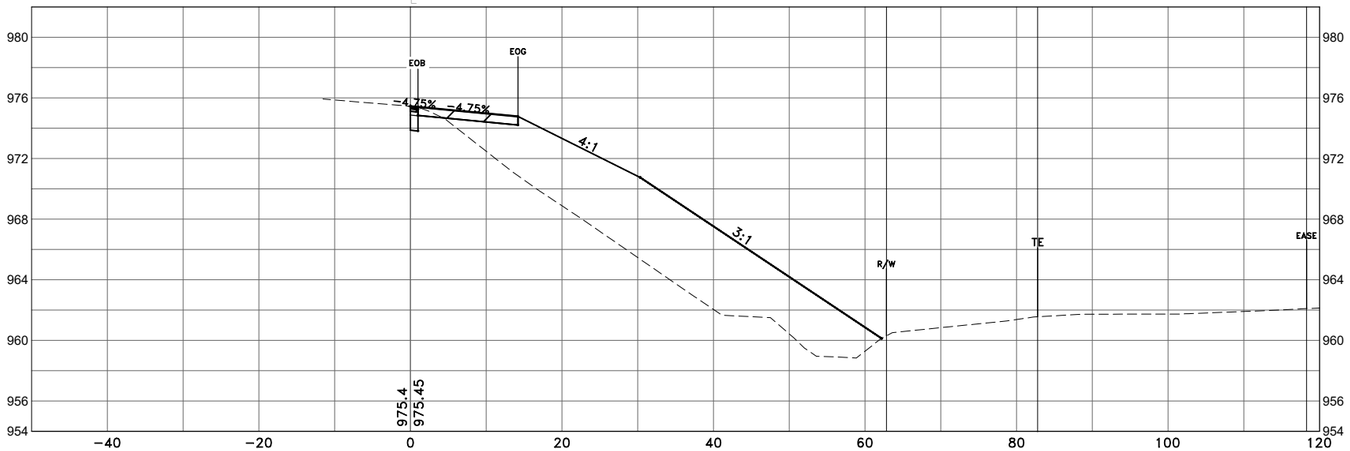
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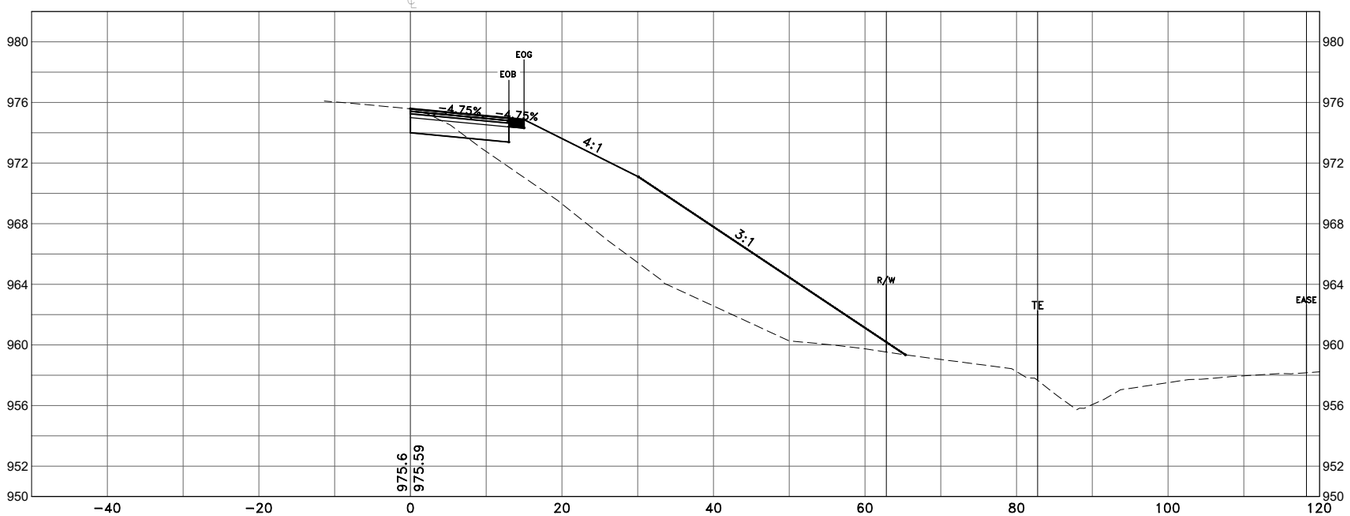
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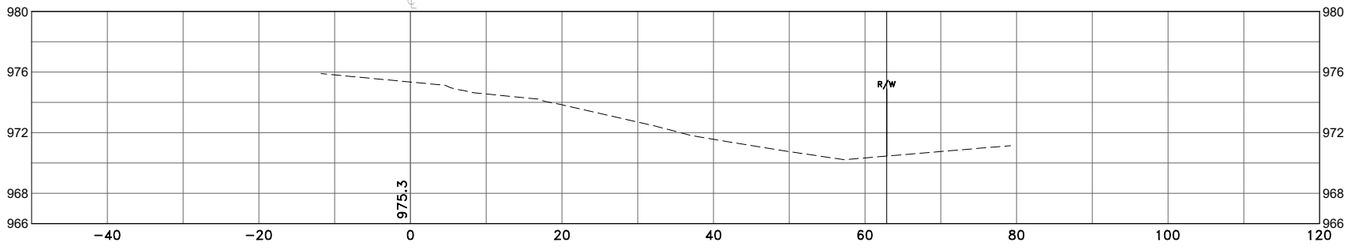
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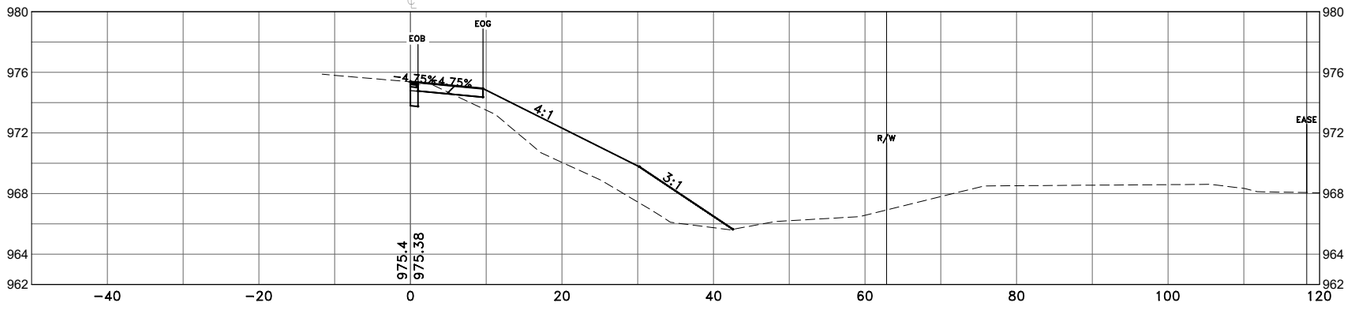
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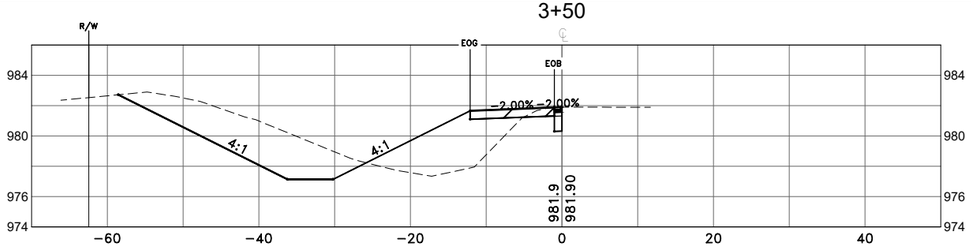
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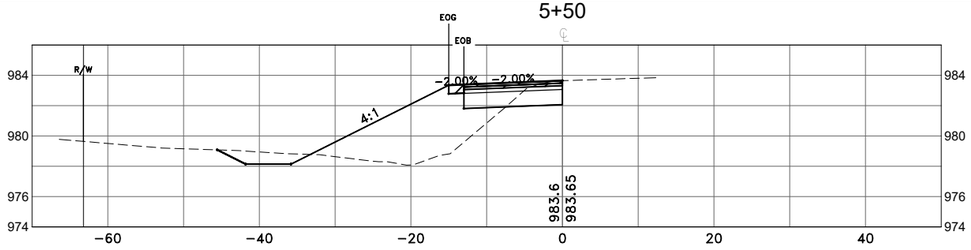
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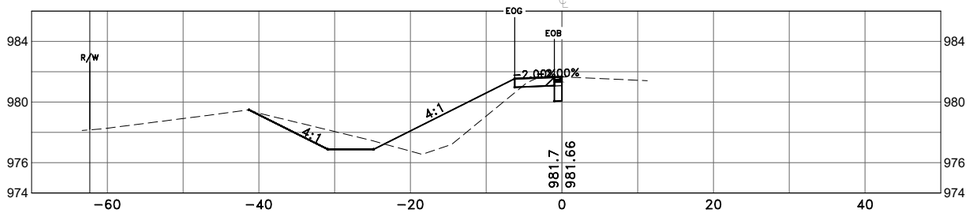
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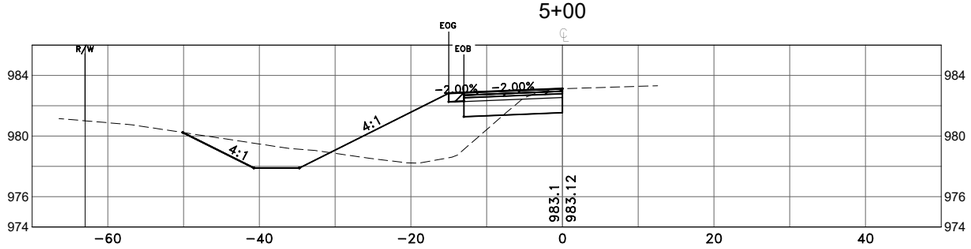
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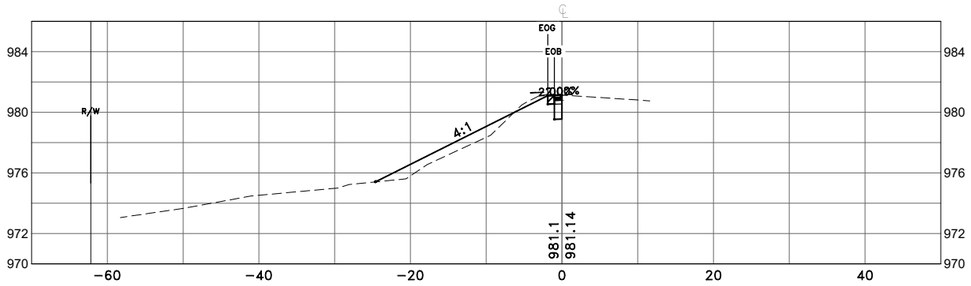
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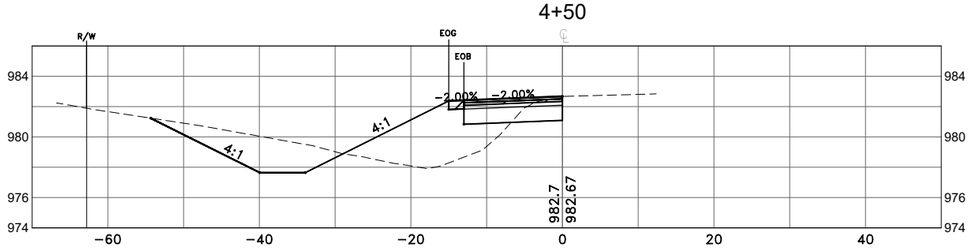
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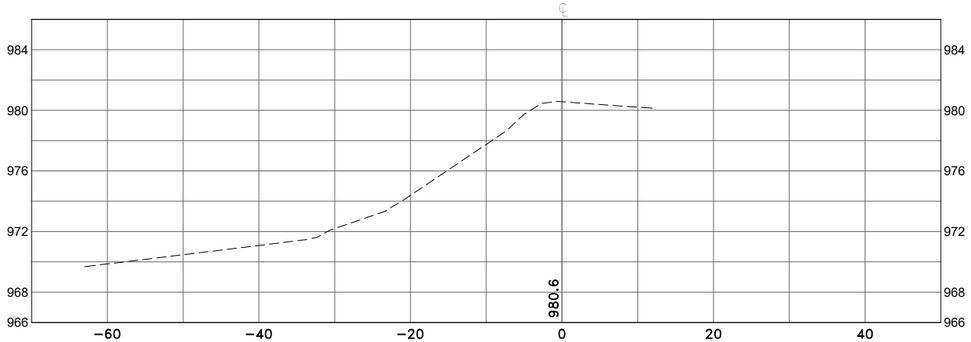
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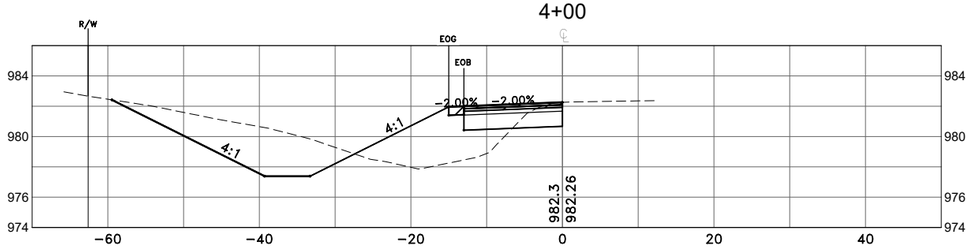
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DATE	REVISION
6/18/24	REVISE PER COUNTY COMMENTS

DESIGNED BY: SN
DRAWN BY: SJ
CHECKED BY: AV

Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
www.hakanson-anderson.com

COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

CROSS SECTIONS - SOUTH

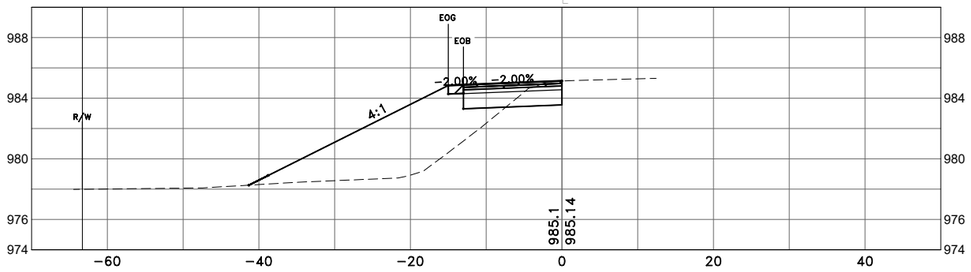
CR 27 & BROADVIEW BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET X7 OF X9 SHEETS

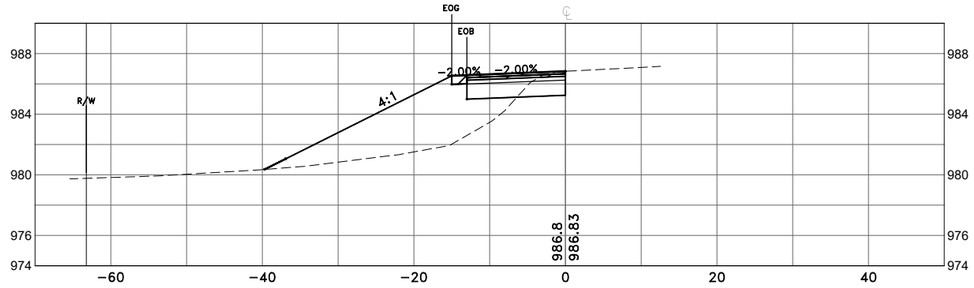
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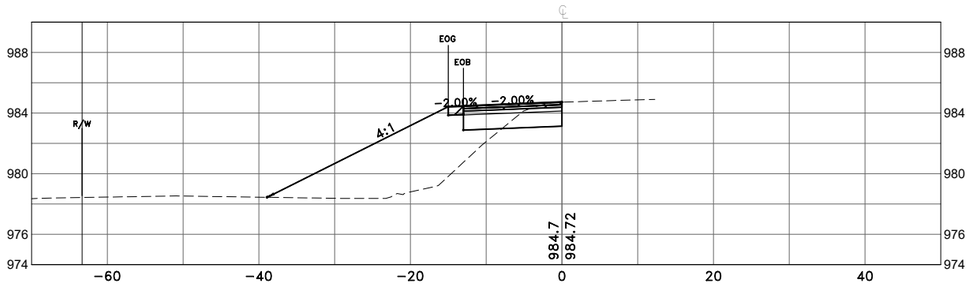
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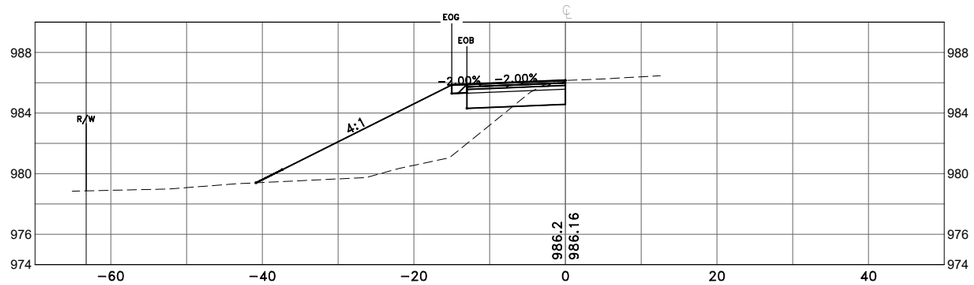
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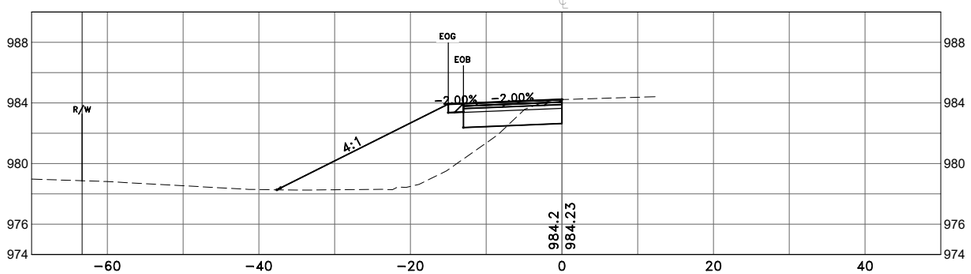
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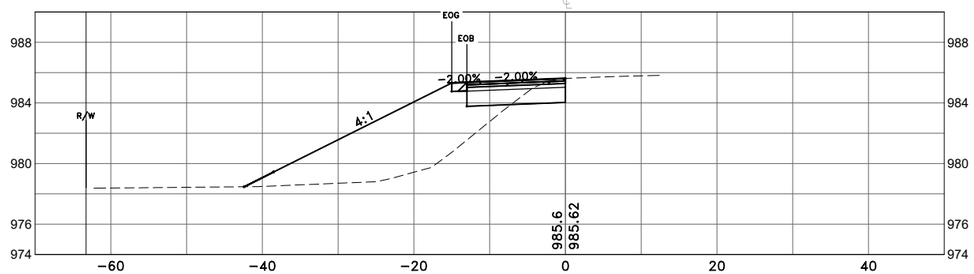
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DATE	REVISION
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DESIGNED BY: SN
DRAWN BY: SJ
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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

CROSS SECTIONS - SOUTH

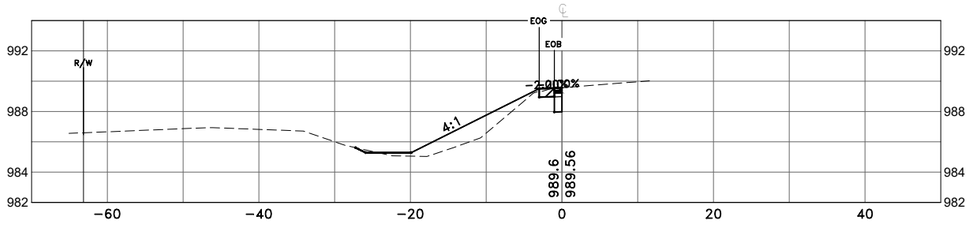
CR 27 & BROADVIEW BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

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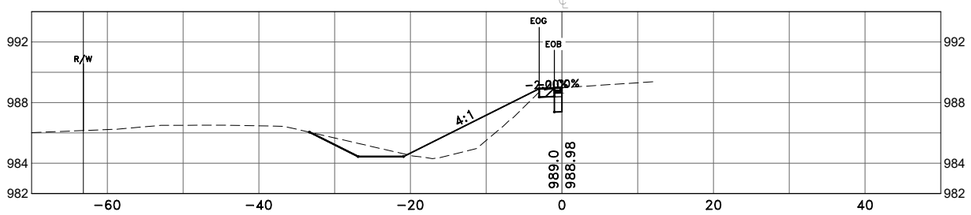
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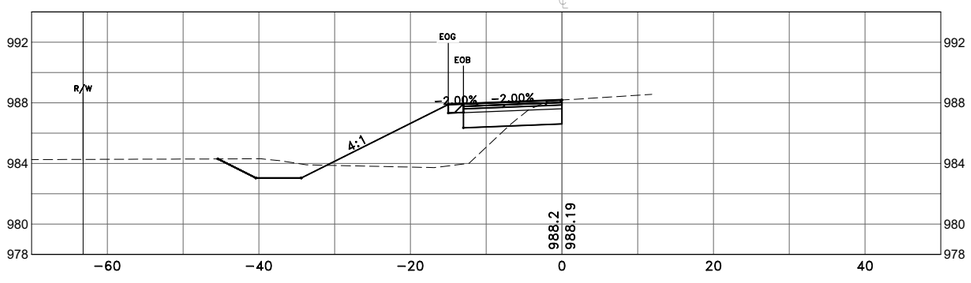
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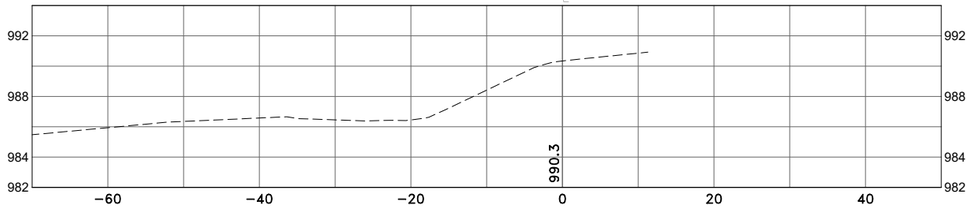
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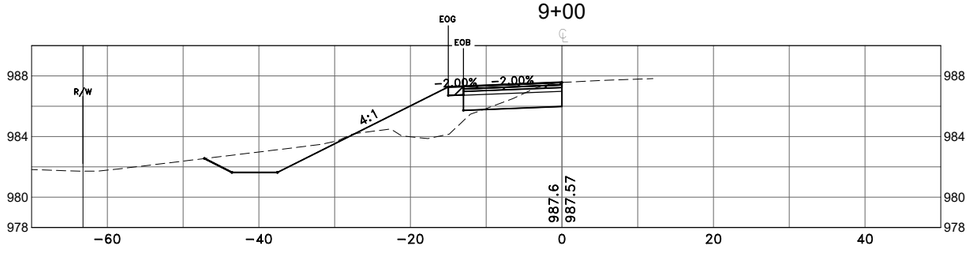
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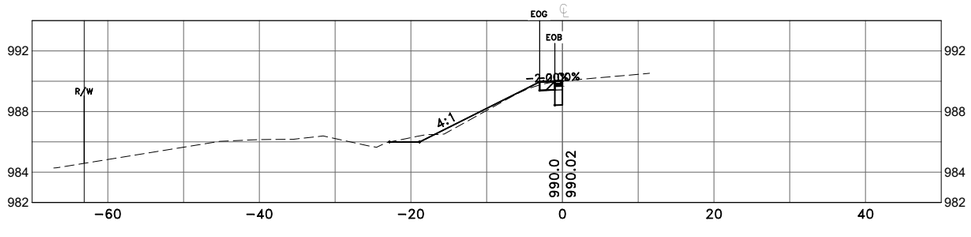
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DESIGNED BY: SN
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COUNTY ROAD 27 BYPASS LANE ROAD IMPROVEMENTS

CROSS SECTIONS - SOUTH

CR 27 & BROADVIEW BYPASS LANE
CITY OF CREDIT RIVER, MINNESOTA

SHEET X9 OF X9 SHEETS

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CONSTRUCTION COOPERATIVE AGREEMENT

THIS AGREEMENT, is entered by and between the **County of Scott**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the **"County"** and the **City of Credit River**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the **"City".**

RECITALS:

WHEREAS, The County and City have discussed the need for construction plans for turn lane improvements on CSAH 27 at 210th Street and at Broadview Drive, the "Project"; and

WHEREAS, Turn lanes on CSAH 27 are needed at 210th Street and at Broadview Drive to address existing safety issues for existing conditions and future development; and

WHEREAS, The turn lane improvements were identified needs due to development in the City.

WHEREAS, The County supports construction of the turn lane improvements as a partnership opportunity with the City.

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

1. The recitals above are incorporated herein.

2. The County shall initiate the right-of-way acquisition process for the Project upon receipt of post County review 60% plans for the project known as CP 27-25. The cost of all right-of-way easement acquisition for CP 27-25 including, but not limited to, the acquisition process for the Project shall be the sole responsibility of the County.

3. The County shall have the overall authority to approve and administer any required right-of-way permits deemed necessary for the Project, such approvals shall not be unreasonably withheld.

4. The County shall be responsible for acquiring any required right-of-way deemed necessary for the Project. The cost of easement acquisition for the Project in accordance with the approved plans and specifications shall be the sole responsibility of the County.

5. The City's consulting Engineer will prepare plans and specifications and schedule for the Project.

6. The City shall obtain all necessary permits for the work contemplated by the Project. The County shall waive the right-of-way permit fee for each of the proposed turn lane improvements upon City permit submittal.

7. The City shall conduct any required wetland delineation and be responsible for any mitigation needed for the Project. All wetland related costs shall be the sole responsibility of the City.

8. The cost of constructing the Project according to the approved plans and specifications, including, but not limited to, engineering, surveying, and any wetland impacts and associated restoration, according to the approved turn lane design plans shall be the sole responsibility of the City.

9. The City shall advertise for bids for the construction of the Project in accordance with Minnesota law. The City reserves the right to reject all bids received.

10. The City shall prepare contract documents and enter into a contract with the approved bidder as required by law. The contract shall include the plans and specifications prepared by the City's consulting Engineer which plans and specifications are by this reference made a part hereof. The City shall have overall authority to administer the contract, have ultimate authority in initiating and determining change orders, supplemental agreements and final quantities. The City Engineer shall cooperate with the County Engineer and his staff at their request to the extent necessary, but shall have no other responsibility for the inspection of the turn lane work.

11. County reserves the right not to issue any permits for a period of five (5) years after completion of the Project for any service cuts in the roadway surfacing of the County Highway included in the Project for any installation of underground utilities which would be considered as new work; service cuts shall be allowed for the maintenance and repair of any existing underground utilities.

12. Initial pavement striping and markings shall be included as part of the Project. The County shall be responsible for all subsequent pavement striping and markings on its county roads as required after the initial work and shall be responsible for one hundred percent (100%) of the subsequent related costs. The City shall be responsible for all subsequent striping and markings on its city streets, including pedestrian markings across its roadways as required after the initial work and shall be responsible for one hundred percent (100%) of the subsequent related costs.

13. Since each party is a political subdivision of the State of Minnesota, each party shall maintain general liability and automobile liability coverage protecting itself, its officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims to the limits prescribed under Minn. Stat. § 466.04 and Workers' Compensation in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.

14. All records kept by the City and the County with respect to the Project shall be subject to examination by the representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the activities of the County or City pursuant to this Agreement shall be governed by Minnesota Statutes Chapter 13, as

amended, and the Minnesota Rules implementing such Act now in force or hereafter adopted.

15. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees harmless from all claims, demands, actions or causes of action arising out of negligent performance by its officers, agents or employees.

16. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466.04 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under 466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minn. Stat. § 471.59, Subd. 1(a) as a single governmental unit.

17. It is further agreed that any and all employees of each party and all other persons engaged by a party in the performance of any work or services required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party.

18. The provisions of Minn. Stat. § 181.59 and of any applicable local ordinance relating to Civil Rights and discrimination and the affirmative action policy statement of Scott County shall be considered a part of this Agreement as though fully set forth herein.

19. Pursuant to Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the County and City pursuant to this Agreement shall be subject to examination by the County, City and the State Auditor. Complete and accurate

records of the work performed pursuant to this Agreement shall be kept by the County and City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County or the City regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County or City notifies each party in writing that the records no longer need to be kept.

20. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located with the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.

21. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

22. The County's Authorized Agent for the purpose of the administration of this Agreement is Craig Jenson, Transportation Planning Manager, or his successor. His current address and phone number are Scott County Transportation Services, 200 Fourth Avenue W, Shakopee, MN 55379, (952) 496-8329.

23. The City's Authorized Agent for the purpose of the administration of this Agreement is Cathy Reynolds, City Administrator, or her successor. Her current address and phone number are City of Credit River, 18985 Meadow View Boulevard, Prior Lake, MN 55372, (952) 440-5515. Any change in name, address, or telephone shall be noticed to the other party.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF CREDIT RIVER

By Chrisstopher D Kostik (Sep 25, 2023 19:21 CDT)
Chris Kostik
Mayor

Date 09/25/2023

By Cathy Reynolds (Sep 25, 2023 08:49 CDT)
Cathy Reynolds
City Administrator

Date 09/25/2023

COUNTY OF SCOTT

By Lezlie Vermillion (Oct 4, 2023 14:43 CDT)
Lezlie A. Vermillion
County Administrator

Date 10/04/2023

Upon proper execution, this Agreement will be legally valid and binding.

By
Jeanne Andersen
Assistant County Attorney

Date 09/27/2023

RECOMMEND FOR APPROVAL:

By Anthony J. Winiecki (Oct 4, 2023 14:38 CDT)
Anthony J. Winiecki
County Engineer

Date 10/04/2023

BOARD OF COUNTY COMMISSIONERS
SCOTT COUNTY, MINNESOTA

Date: September 19, 2023
Resolution No.: 2023-230
Motion by Commissioner: Jody Brennan
Seconded by Commissioner: Barb Weckman Brekke

RESOLUTION NO. 2023-230; AUTHORIZING ENTERING INTO AN AGREEMENT WITH THE CITY OF CREDIT RIVER FOR THE COUNTY HIGHWAY 27 BYPASS LANES PROJECT

WHEREAS, the intersections of County Highway 27 and Broadview Drive and 210th Street do not have bypass lanes; and

WHEREAS, the City of Credit River and Scott County desire the construction of bypass lanes at these intersections; and

WHEREAS, the City agrees to design and construct the bypass lanes at the intersections; and

WHEREAS, the County agrees to obtain the necessary County right-of-way for the bypass lanes; and

WHEREAS, the funding for the project is programmed in the 2023-2032 Transportation Improvement Program.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners in and for the County of Scott, Minnesota, that it authorizes entering into a Cooperative Agreement with the City of Credit River for the County Highway 27 Bypass Lanes Project.

BE IT FINALLY RESOLVED that the County Administrator is authorized to execute the agreement on behalf of the County, subject to approval by the County Attorney's Office as to form.

VOTE RESULTS:
Yes: Barb Weckman Brekke, Tom Wolf, Jody Brennan, Dave Beer, Jon Ulrich
No: None
Absent:
Abstain: None

State of Minnesota)
County of Scott)

I, Lezlie A. Vermillion, duly appointed qualified County Administrator for the County of Scott, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Scott County, Minnesota, at their session held on 9-19-23 now on file in my office, and have found the same to be a true and correct copy thereof. Witness my hand and official seal at Shakopee, Minnesota, on 9-19-23.

County Administrator

Administrator's Designee

CreditRiver_CH27TurnLanesCOOP_FINAL

Final Audit Report 2023-10-04

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"CreditRiver_CH27TurnLanesCOOP_FINAL" History

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AGENDA ITEM NO. 7.8

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 3, 2025

SUBMITTED BY: City Admin,Finance

ITEM TYPE: Agenda Report

AGENDA SECTION: General Business

SUBJECT: Consider Finance Departmental Policy - Account Adjustments and Write-Offs

BACKGROUND: **From Lucas Chase, Finance Director:**

The City must sometimes consider and adjust accounts (e.g. to correct an error) and implement write-offs for accounts (e.g. uncollectible accounts). This can often occur when there is a sale of a property and the City does not receive notification of the change in ownership, and then the old homeowner continues to be billed for utilities instead of the new homeowner. This also could occur if there was an error or some other discrepancy in a billing. The City currently does not have a council approved policy for such adjustments or write-offs. The following policy entitled “Account Adjustments and Write-offs” provides guidance for City staff to address discrepancies or necessary changes billing for services.

FINANCIAL IMPACT: None.

SUGGESTED ACTION: Discuss and Approve Policy as Presented.

ALTERNATIVES: There appears to not be an approved Council policy, the proposed will responsive to the public and to streamline the process for Staff.

ATTACHMENTS:

City Policy - Finance Account Adj & Write-offs.pdf

CITY OF CREDIT RIVER

ACCOUNT ADJUSTMENTS AND WRITE OFFS

The City must sometimes consider and adjust accounts (e.g. to correct an error) and implement write-offs for accounts (e.g. uncollectible accounts), therefore the following policy entitled "Account Adjustments and Write-offs" provides guidance for Staff to address discrepancies or necessary changes billing for services, such as CSTS utilities or other enterprise-type funds.

Policy:

Section 1. In the event the City Finance Director receives a written communication seeking a correction or adjustment or identifies a need to make a correction or adjustment to a CSTS billing (or other enterprise billing), the Finance Director at their professional discretion may implement adjustments or write-offs for accounts up to $500. For amounts over $500 the City Finance Director must obtain authorization from the City Council for an adjustment to or a write-off for an account.

Section 2. In the event there is a billing that property owner disputes, but which the City has already billed, the owner within ninety (90) days of the billing must submit their rationale of dispute in writing with supporting documentation to the Finance Director that explicitly outlines how they are not responsible for such costs. The City Finance Director shall review any such submissions and make a final determination, subject to the financial limits as outlined in Section 1.