



AGENDA ITEM #9.1.C

REPORT TO CITY COUNCIL

Report Prepared by: Tim Houle

Date: July 7, 2020

Subject: Stormwater Basin Encroachment Agreement with MN Power

Report: When we were laying out the stormwater infiltration basin, we knew we would be interacting with/cutting across whatever easement MN Power had for their distribution/transmission lines. After discussions with MN Power, they forwarded the attached License Agreement for Stormwater Basin Encroachment. This is a no cost Agreement that formalizes both parties having an easement across the same land, MN Power for their distribution/transmission lines and the City for their stormwater basin. The City Attorney reviewed this Agreement and has no concerns.

Council Action Requested: Council motion approving the License Agreement for Stormwater Basin Encroachment of 34.5KV Line Number PWT-531 with MN Power.

**LICENSE AGREEMENT FOR STORMWATER BASIN ENCROACHMENT OF
34.5KV LINE NUMBER PWT-531**

MINNESOTA POWER, hereinafter Licensor, hereby grants to the City of Pequot Lakes, MN, hereinafter Licensee, the right to encroach within the boundaries of its existing 34.5kV PWT-531 feeder right-of-way, located in the SW/NW, Section 14, T136N, R29W, Crow Wing County Minnesota, for good and valuable consideration received according to the following terms and conditions:

1. The Licensee may cross under Licensor's Distribution lines known as 34.5kV line number 531 as shown on "Exhibit A" attached hereto and made a part hereof. **Said License shall be for the South Stormwater Basin for the City of Pequot Lakes Rasmussen Rd & South Washington Ave Improvements ("Drainage Basin")**. Encroachment Area shall be limited to that part of the Licensor's forty foot wide Easement dated July 28, 1970 and recorded on August 20, 1970 as Document No. A000243175 in the Office of the County Recorder, Crow Wing County, Minnesota.
2. Licensee shall be responsible for obtaining all land rights from the fee landowners. Licensor does not have all assignable land rights in this area and in no way grants to licensee the right to cross lands over which the Licensor has no control. Licensee shall be responsible for all costs involved in construction and purchase of right-of-way of said lines.
3. Licensee shall maintain OSHA/NESC vertical and horizontal working clearances for construction and maintenance equipment working under or adjacent to energized 34.5kV power line and shall comply with all other applicable OSHA regulations, the National Electric Safety Code and the National Electric Code.
4. Licensee assumes all risk of and agrees to indemnify, defend, and hold Licensor harmless from any and all claims for injury or death to persons or damage to property caused by reason of Licensee's exercise of the rights herein granted and releases Licensor from any damage that Licensor's facilities may cause to Licensee's facilities.
5. Licensee shall maintain ground elevation at the base of the existing transmission poles. Licensee's landscaping around the poles shall not exceed a 3 horizontal to 1 vertical slope in any direction and must allow for drainage of water away from the poles. Licensor shall not be liable for damages to any special landscape materials while performing upgrades to or maintenance of the power lines.
6. Licensee shall conduct activity upon Licensor's right-of-way in a manner that will not interfere with the rights of the Licensor in the use and enjoyment of Licensor's right-of-way grant or endanger the integrity of the Licensor's power line and associated facilities.
7. Licensee shall conduct activity upon Licensor's right-of-way in compliance with all applicable federal, state and local statutes, rules and regulations, and ordinances.
8. Except as provided in the Drawings, no structures (including, but not limited to light standards and signs) shall be erected within Licensor's right-of-way without the written approval of the Licensor. Location, height, use, and combustibles are examples of concerns reviewed when issuing exceptions.
9. This Agreement is not assignable by Licensee without the prior written consent of Licensor.
10. This Agreement shall be valid until such time as the Licensee shall discontinue the use of, and abandon said Drainage Basin. Licensee agrees to notify Licensor at such time license is no longer required due to discontinued use of said Drainage Basin.

DATE: _____

DATE: _____

MINNESOTA POWER

CITY OF PEQUOT LAKES

BY: _____

BY: _____

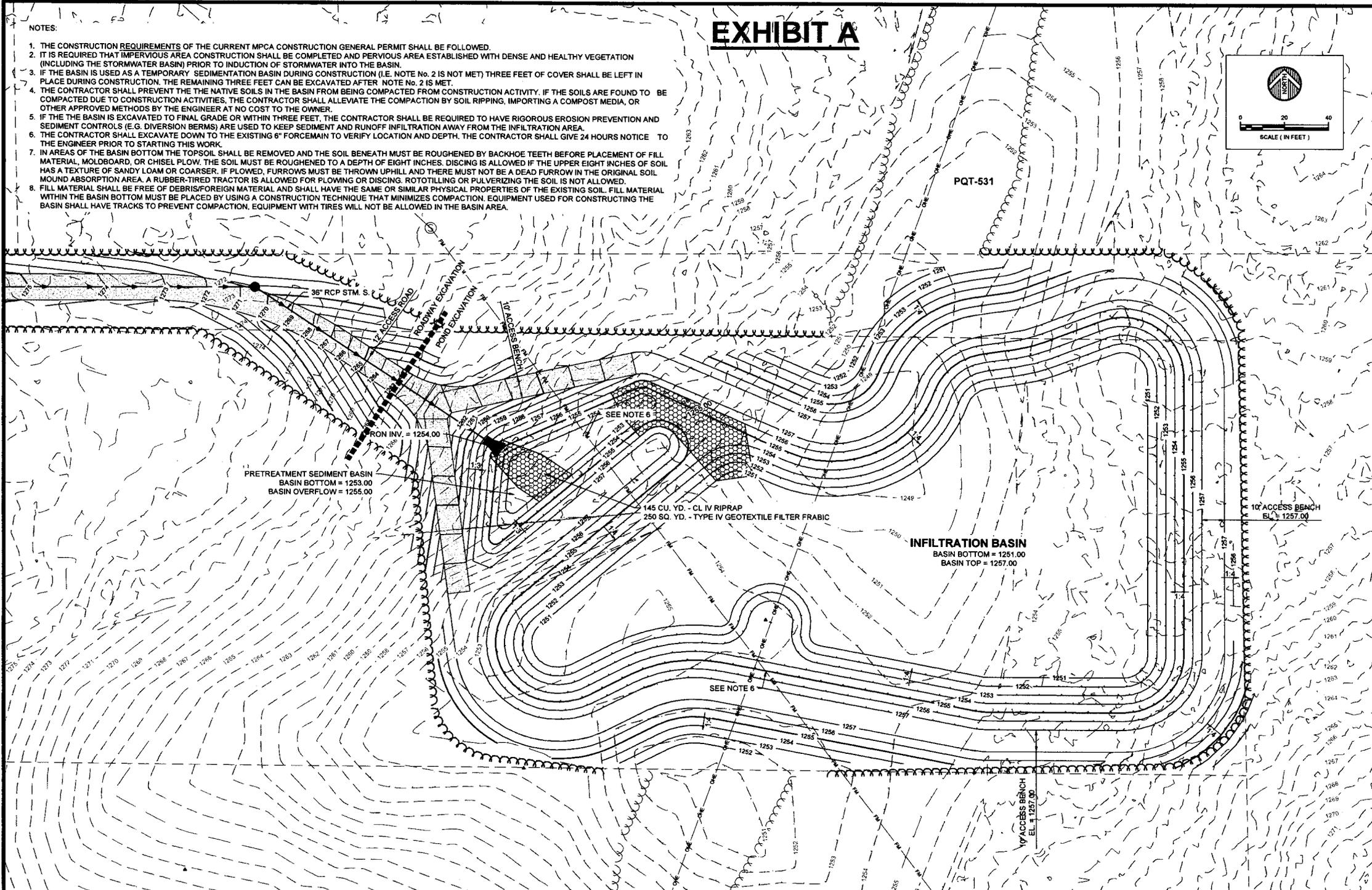
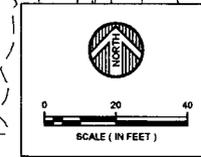
ITS: _____

ITS: _____

EXHIBIT A

NOTES:

1. THE CONSTRUCTION REQUIREMENTS OF THE CURRENT MPCA CONSTRUCTION GENERAL PERMIT SHALL BE FOLLOWED.
2. IT IS REQUIRED THAT IMPERVIOUS AREA CONSTRUCTION SHALL BE COMPLETED AND PERVIOUS AREA ESTABLISHED WITH DENSE AND HEALTHY VEGETATION (INCLUDING THE STORMWATER BASIN) PRIOR TO INDUCTION OF STORMWATER INTO THE BASIN.
3. IF THE BASIN IS USED AS A TEMPORARY SEDIMENTATION BASIN DURING CONSTRUCTION (I.E. NOTE No. 2 IS NOT MET) THREE FEET OF COVER SHALL BE LEFT IN PLACE DURING CONSTRUCTION. THE REMAINING THREE FEET CAN BE EXCAVATED AFTER NOTE No. 2 IS MET.
4. THE CONTRACTOR SHALL PREVENT THE THE NATIVE SOILS IN THE BASIN FROM BEING COMPACTED FROM CONSTRUCTION ACTIVITY. IF THE SOILS ARE FOUND TO BE COMPACTED DUE TO CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL ALLEVIATE THE COMPACTION BY SOIL RIPPING, IMPORTING A COMPOST MEDIA, OR OTHER APPROVED METHODS BY THE ENGINEER AT NO COST TO THE OWNER.
5. IF THE THE BASIN IS EXCAVATED TO FINAL GRADE OR WITHIN THREE FEET, THE CONTRACTOR SHALL BE REQUIRED TO HAVE RIGOROUS EROSION PREVENTION AND SEDIMENT CONTROLS (E.G. DIVERSION BERMS) ARE USED TO KEEP SEDIMENT AND RUNOFF INFILTRATION AWAY FROM THE INFILTRATION AREA.
6. THE CONTRACTOR SHALL EXCAVATE DOWN TO THE EXISTING 6" FORCEMAIN TO VERIFY LOCATION AND DEPTH. THE CONTRACTOR SHALL GIVE 24 HOURS NOTICE TO THE ENGINEER PRIOR TO STARTING THIS WORK.
7. IN AREAS OF THE BASIN BOTTOM THE TOPSOIL SHALL BE REMOVED AND THE SOIL BENEATH MUST BE ROUGHENED BY BACKHOE TEETH BEFORE PLACEMENT OF FILL MATERIAL. MOLDBOARD, OR CHISEL FLOW. THE SOIL MUST BE ROUGHENED TO A DEPTH OF EIGHT INCHES. DISCING IS ALLOWED IF THE UPPER EIGHT INCHES OF SOIL HAS A TEXTURE OF SANDY LOAM OR COARSER. IF FLOWED, FURROWS MUST BE THROWN UPHILL AND THERE MUST NOT BE A DEAD FURROW IN THE ORIGINAL SOIL MOUND ABSORPTION AREA. A RUBBER-TIRED TRACTOR IS ALLOWED FOR FLOWING OR DISCING. ROTOTILLING OR PULVERIZING THE SOIL IS NOT ALLOWED.
8. FILL MATERIAL SHALL BE FREE OF DEBRIS/FOREIGN MATERIAL AND SHALL HAVE THE SAME OR SIMILAR PHYSICAL PROPERTIES OF THE EXISTING SOIL. FILL MATERIAL WITHIN THE BASIN BOTTOM MUST BE PLACED BY USING A CONSTRUCTION TECHNIQUE THAT MINIMIZES COMPACTION. EQUIPMENT USED FOR CONSTRUCTING THE BASIN SHALL HAVE TRACKS TO PREVENT COMPACTION. EQUIPMENT WITH TIRES WILL NOT BE ALLOWED IN THE BASIN AREA.



WIDSETH SMITH NOLTING
 Engineering | Architecture | Surveying | Environmental



DATE: 01/10/2020, 10:40:00 AM
 I hereby certify that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
 JOHN A. DYER, P.E.
 IOWA #000000000

NO.	REVISION DESCRIPTION	DATE
1	STORM BASIN REVISIONS - REPLACE SHEET	01/10/2020
2	STORM BASIN REVISIONS - REPLACE SHEET	01/10/2020

NOVEMBER, 2019
 AS SHOWN
 DRAWN BY: PMS
 CHECKED BY: TAP
 JOB NUMBER: 2018-10151

RASMUSSEN RD & SOUTH WASHINGTON AVE IMPROVEMENTS
 CITY OF PEQUOT LAKES, MINNESOTA
 PEQUOT LAKES, MINNESOTA
 SOUTH STORMWATER BASIN GRADING PLAN

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