

REPORT / RECOMMENDATION



To: MAYOR AND COUNCIL

Agenda Item #: IX. A.

From: Debra Mangen
City Clerk

Date: October 14, 2013

Subject: CORRESPONDENCE RECEIVED AFTER PACKETS

Action
Discussion
Information

Action Requested:

Attached is correspondence received after the packets were delivered to you.

No action is necessary.

Deb Mangen

From: Debra R Brisk <Debra.Brisk@hennepin.us>
Sent: Saturday, October 12, 2013 11:14 AM
To: Edina Mail
Cc: David Hough
Subject: RE: Xerxes - improvements / meeting with Hennepin County Oct 11, 2013

Mayor Hovland –

Based on the public meeting last night that was held with staff from Hennepin County and Commissioner Dorfman the following actions will occur based on Jim’s email.

Thanks – for your support to Hennepin County !

Deb

From: James Grube
Sent: Saturday, October 12, 2013 11:11 AM
To: Janis Callison; Gail Dorfman
Cc: Debra R Brisk; Gregory M. Chock
Subject: Xerxes Avenue - TH 62 to 60th Street

Commissioners,

We have now completed the neighborhood engagement related to the proposed installation of temporary bumpouts along both sides of Xerxes Avenue between TH 62 and 60th Street yet this fall, and pending the outcome of the temporary bumpout evaluation, placement of permanent bumpouts in 2014 as part of the county’s overlay of Xerxes Avenue between TH 62 and Minnehaha Creek. The two engagements yielded acceptance by those in attendance and the city representatives. The process now involves two separate actions – a different path for each city.

For Minneapolis, the City Council Member’s office needs to work with city staff to put together a traffic order that prohibits parking on the east side along the southerly 170’ then removes the peak hour restrictions along the rest of the length until 6005/6007, a duplex, where the northerly bumpout will be installed. Northerly of that point to the intersection with 60th Street, parking will be prohibited to let drivers develop a right turn use from northbound Xerxes Avenue to eastbound 60th Street. This is an internal process that is straightforward.

For Edina, proposal for parking prohibition along the southerly 170’ and related bumpout installations will be placed on the staff’s Traffic Safety Committee agenda. Assuming city staff supports the concept, it will then go to the city’s Transportation Commission and assuming acceptance, on to the City Council on November 5th. If all goes as planned we would install the bumpouts immediately.

At this point I will be advising both city staffs that we appear to have public acceptance of the concept – with a minor modification occurring at Friday’s meeting with Minneapolis neighbors – and will lay out for them the two processes I offer above. I will also be sending letters out to each side of the street – each with its own process description so the neighbors know what will be transpiring within their city process. The letters will advise the neighbors to contact their city if there is a desire to impact the city thinking.

Please let me know if there is anything else I can do for you in the meantime.

Jim

From: Debra R Brisk
Sent: Friday, October 11, 2013 5:08 PM
To: 'mail@EdinaMN.gov'
Cc: David Hough
Subject: Xerxes - improvements / meeting with Hennepin County Oct 11, 2013

Mayor Hovland

Mr. David Hough noted to me today that you had dialogue related to Xerxes and the work that we've been doing with the abutting land owners and the need to facilitate movement of cars / vehicles in the area.
For your information, attached is a document and meeting notice for tonight – regarding Xerxes and Crosstown area

Thanks – Debra Brisk

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Deb Mangen

From: Kathy Frey <kathy.r.frey@gmail.com>
Sent: Sunday, October 13, 2013 12:37 PM
To: James Hovland
Subject: Re: Hooten Dry Cleaners

Dear Ann,

This is not consistent with what I heard at my meeting. If the Parks had been involved in the talks with the city, why would they have put \$\$\$ into remodeling it for their new tenant, Jimmy John's??? This does not add up. It doesn't appear that the city council proceeded professionally.

On Thursday, September 26, 2013, James Hovland wrote:

Kathy, The city did offer over fair market value for the Hooten property. The tax value is under \$800,000. Our offer was way over that. We bought the Edina Realty Building in June and the Hooten building in land is much smaller so we have a current comparison for pricing. As a city we waited until they had shut down their business before we proceeded. We have spent a year talking to the Parks. This is not something we did on the spur of the moment. I understand that you may not agree with the process of eminent domain.

Sincerely, Ann Swenson, council

From: Kathy Frey [mailto:kathy.r.frey@gmail.com]
Sent: Wednesday, September 25, 2013 3:58 PM
To: Edina Mail; James Hovland
Subject: Hooten Dry Cleaners

Dear Mayor and city council,

I attended a Senate district meeting last night where I learned about your attempted take over of the Park's property on 49 1/2 Street. I think this behavior is reprehensible. I understand that the vote to do this was not unanimous.

This is underhanded, mean-spirited, and unethical. It is NOT what I expect from a city council from Edina. If we need this property as a city, then offer the family fair market value for it. Do you really want the negative exposure of stealing what is not yours?

I heard that there was a ridiculous offer followed by a better one. If you cannot match what they could do with their property by leasing it, then don't force it away from them via eminent domain. That is being a bully and would be bullyish behavior. See definition of a bully below. Your behavior fits right in.

I understand that the Parks have a son who is currently serving in the United States Air Force as a Lieutenant Colonel. Is this how you show your appreciation of his fine service to our country by attempting to deprive his parents of their hard earned retirement income?

You should be ashamed of yourselves as a council.

Justice Brandeis once said that the greatest disinfectant is sunshine. There are a ton of people who are disgusted with this who are more than willing to shine a light on it for the world to see. Do you really want that for our city?

Undo this mess you created and remember, "Thou shalt not steal".

Katherine Frey

6021 Killarney Lane,

Edina, MN 55436

cell: 952-412-3515

Definition of a bully:

bul·ly¹ (b)

n. pl. bul·lies

1. A person who is habitually cruel or overbearing, especially to smaller or weaker people.
2. A hired ruffian; a thug.
3. A pimp.

v. bul·lied, bul·ly·ing, bul·lies

v. tr.

1. To treat in an overbearing or intimidating manner. See Synonyms at intimidate.

2. To make (one's way) aggressively.

v. intr.

Deb Mangen

From: Laura Nisi <Inisi@me.com>
Sent: Sunday, October 13, 2013 7:26 PM
To: Edina Mail; bennett joni; Mary Brindle (Comcast); Josh Sprague; swensonann1@gmail.com; Jim and LaRae Hovland
Cc: Kurt Nisi
Subject: Thoughts on Sports Dome
Attachments: SportsDomeLetter.pdf; ATT00001.htm

Greetings Council Members

I have some thoughts on the sports dome proposal before you that I'd like to share. They are both attached as a PDF and pasted below.

Thanks for the work you do.

Laura Nisi
Inisi@mac.com
612.834.4034

To the City Council of Edina

We understand you will be considering at your next meeting a proposal to begin the process of developing a sports dome and extra ice rink at Braemar.

We see that the primary use of this will be for the youth sports associations, with some possible use by other groups, including seniors and the school district.

As we read the proposal, it seems that this is the seed of a great idea. Why not expand on it, and use this opportunity to create a true recreation, fitness, and health facility for the city?

You have heard from Laura before on the desire for such a place to go at the Public Works site, but possibly the city could have a better facility over at Braemar.

Yes, have the sports dome, but make sure it is available not just during weekdays for seniors, but for preschoolers and parents as well. And that there is plenty of time on the weekends for youth who may not be elite traveling athletes, but just might enjoy some kickball in the middle of winter.

Why not have some gyms that are rented out sometimes but also have plenty of open gym time? And an area for the under 5 set to stretch their legs during the long winter months? An indoor aquatic center like many of our neighboring suburbs have would surely be a great asset to the recreation and fitness of the community.

In short, reading the proposed plan makes us want to ask you to think bigger! Think beyond what is being asked for by the sports associations and think towards what could benefit the entire community. It might be harder and take longer but it would certainly be a larger value to the city as a whole.

Respectfully,

Kurt and Laura Nisi

P.S. On a separate but important note, the school district use of the facilities built for and maintained by the city continues to be an issue for us, when one quarter of the households in Edina are not in the Edina Public School district. If a sports dome is built and often leased out to the schools, the many citizens who are not served by the schools would be missing an amenity.

KURT AND LAURA NISI + 5201 BLAKE ROAD + EDINA MN + 55436

October 13, 2013

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October 14, 2013

Dear Mayor Hovland and Edina City Council Members,

Tonight you are being asked to consider approval of a sports dome in Edina. The request states that a new dome would largely serve “youth sports activities”. Edina has virtually no recreation facilities as a City, yet the City is continually called upon to bear the financial burden of youth sports. To be sure, youth sports add enrichment to our community; we can leverage scarce dollars with a smarter model that covers youth sports **and recreation** for all Edina citizens.

As you know, the City embarked upon a two-year, \$100,000 study of Grandview yet never vetted the Grandview area, specifically the former public works site, for recreational use. One has to ask why not? The former public works site is publicly owned and centrally located. A smart public development on the site will promote private redevelopment in the surrounding Grandview area. A Braemar Sports Dome does not meet those critical criteria. Why not consider a city owned, field house with a social/recreational and cultural component on the old public works site?

If you approve a sports dome today you will:

1. Continue to invest in sports, not recreation (a dome based walking track is an inadequate response to Edina’s many recreational needs).
2. Invest in only a percentage of the population (School aged children make up less than 20% of Edina’s population according to the 2010 census data on the City’s web site).
3. Build another stand-alone, single purpose facility in one of the least densely populated parts of town (doing nothing for surrounding economic development).
4. Put major financial resources into a corner of the City vs. a transit accessible, central location.
5. Continue the legacy of making recreation and culture in Edina fee based, for a privileged part of our community. When are we going to address the recreational/social and cultural needs of the 9% of our population at the poverty level? Or for the struggling middle class?

It is time to take a 21st century view of the entire City of Edina, both demographically and geographically. A field-house concept has synergy with recreation and arts. A combined field-house recreation/arts/social center in the middle of the City will address cradle to grave needs thus enabling a healthy and desirable quality of life for all residents.

Your predecessors built a number of single purpose facilities on the City’s periphery using a 20th century model. Each of these facilities now needs significant capital investments. A sports dome, serving a small part of the population, continues that outdated model. A field-house strategy combining recreation/sports/arts and meeting space will leave a lasting 21st century legacy.

Respectfully,

Kim Montgomery

Deb Mangen

From: Crabtreejr@aol.com
Sent: Monday, October 14, 2013 10:59 AM
To: Edina Mail; jonibennett12@comcast.net; Mary Brindle (Comcast); joshsprague@edinarealty.com; swensonann1@gmail.com
Subject: Fwd: Minnehaha Woods - street observations
Attachments: RE: Minnehaha Woods - street observations

Dear Mayor Hovland and Members of City Council

Re: Minnehaha Woods street reconstruction

I am following up the email which I sent to you on 2013/08/29 titled "Minnehaha Woods - street reconstruction - observations".

I have recently received this response from Mr. Toby Muse at SEH., which I am forwarding directly to you.

Most of my original comments fell under four main headings.:

1. Roadway settlement

In many cases the response from SEH reported "None found". I believe that there are dips, some minor, at the indicated places. I was not asked by SEH or the City Engineering Department to show them what I had seen, or felt as I was driving the streets.

In the cases where the roadway settlement was acknowledged, it was described as being "Within standard construction tolerances". I don't know what those are. I don't know why the roads have settled (I can guess), but it begs further questions:

What are the tolerances?

Why has settlement happened?

Will it continue to happen?

Who pays for any future repairs? That will fall back on all the residents of the City, this after the neighbourhood residents have already been assessed over \$10,000 for street reconstruction.

2. Roadway cracking

This has been acknowledged in several places. Again further questions come to mind:

Why has this happened? I don't know but I can guess.

The proposed repairs are surface repairs only. Will the cracks continue to occur?

Again who pays the cost of any future repairs ?

3. Curb and driveway settlement

Most cases are described as being " "Within standard construction tolerances". Is this really what we are to expect two years after construction?

Again why has the settlement occurred?

Will it continue to happen?

Who will pay for the cost of future repairs? The City residents will, having already paid once for the curb and gutter

What happens when a homeowner wants to sell a home and a purchaser insists upon repairs to concrete poured as part of this project as part of the purchase agreement?

4. Curb and driveway cracking.

Similar comments and questions apply to as for "Curb and driveway settlement" above.

In closing, the residents of Minnehaha Woods paid dearly (>\$10,000 per REU) for the street reconstruction. The City residents at large paid for the curb and gutter. Issues remain which are not getting the attention which they merit. Collectively as a Council please determine what should have been done as part of the project, and ensure that it is done.

I am prepared to walk the streets with you if you wish.

Thank you, and sincerely

John Crabtree
5408 Oaklawn Avenue
Edina, MN 55424-1609
tel. 952-928-8434

Deb Mangen

From: Toby Muse <tmuse@sehinc.com>
Sent: Monday, October 07, 2013 3:36 PM
To: Crabtreejr@aol.com
Cc: Chad Millner; Paul J. Pasko, III; Wayne Houle
Subject: RE: Minnehaha Woods - street observations
Attachments: 20131007 Ltr Crabtree 5408 Oaklawn.pdf

Mr. Crabtree,

Attached is the response you requested below. Please feel free to contact me if you would like to discuss further.

Thank you.

Toby Muse, PE | Project Manager
SEH | 10901 Red Circle Drive, Suite 300 | Minnetonka, MN 55343
952.912.2616 direct | 888.908.8166 fax
www.sehinc.com
SEH—Building a Better World for All of Us™

From: Wayne Houle <WHoule@EdinaMN.gov>
To: "Crabtreejr@aol.com" <Crabtreejr@aol.com>,
Cc: Chad Millner <cmillner@EdinaMN.gov>, "Toby Muse (tmuse@sehinc.com)" <tmuse@sehinc.com>, "Paul J. Pasko, III" <ppasko@sehinc.com>
Date: 10/07/2013 12:04 PM
Subject: RE: Minnehaha Woods - street observations

John:

Thank you for your email. Chad and I did speak earlier this morning about where SEH was on responding to your email; I understand that they will respond within the next couple of days. I will respond to this email in more detail today or tomorrow.

Sincerely,



Wayne Houle, Director of Engineering

952-826-0443 | Fax 952-826-0392

WHoule@EdinaMN.gov | www.EdinaMN.gov

...For Living, Learning, Raising Families & Doing Business

From: Crabtreejr@aol.com [<mailto:Crabtreejr@aol.com>]
Sent: Monday, October 07, 2013 11:45 AM
To: Wayne Houle
Subject: Re: Minnehaha Woods - street observations

Dear Wayne

Nearly six weeks have gone by since I first wrote to you with a list of apparent defects with the Minnehaha Woods street reconstruction. A small amount of rectification work was in process by the contractor at that time. Otherwise I do not see any further work, and nor have I had a point by point response to my list. The email from Toby Muse of SEH on 2013/08/29 indicated that a review would take place, and that I would then be updated.

This lack of action begs several questions about the management of this project, particularly about the role of SEH in the construction process. Were SEH responsible for ensuring that the contractor used either the procedures laid down in the construction contract, or used industry standard techniques? If they were not, then what were two site engineers from SEH doing? If SEH were responsible, then there is a bigger problem.

Quite simply, industry standard construction practices were not used on this project. I now understand that when the hole, which was dug for new sewer connections and water supply laterals, outside my house at 5408 Oaklawn Avenue, was filled, the clay was not properly compacted, ie in "lifts". This was witnessed by myself and another. It should not then come as a surprise that the road settled and there was a long settlement crack at the southern edge of the hole. Also, there are what could be settlement cracks elsewhere on the project.

I also note that the rectification work outside 5408 Oaklawn Avenue consisted merely of removing the blacktop, rolling in some road building material, and then resurfacing. No deep compaction, which would have required digging out and recompacting the original hole was done. Will the road continue to settle? Who bears the cost of later repairs?

If SEH had any responsibilities in this area, you are now asking them to acknowledge and rectify their lack of effective work. Then the apparent lack of action comes as no surprise. SEH would have to go back to the contractor to tell the contractor that they need to redo the work which SEH had already overseen and approved! How does this work?

I also note that Chad Milner, now the assistant City Engineer, was the one of the two SEH site engineers on this project (I have a picture of him in the hole outside my house). It seems to me that he should not play any further role in this project if SEH had any relevant responsibilities. The conflict of interest is apparent, and it would be a classic case of poacher turned gamekeeper.

Have the final payments been made to SEH and the contractor for this project?

If you wish to walk through my list of observations, then I am happy to do it with you, but not with any other personnel connected with the engineering for the project.

I look forward to your reply with an update and answers to my specific questions.

Sincerely

John Crabtree
5408 Oaklawn Avenue
Edina, MN 55424
tel 952-928-8434

PS. Please inform me if this email is forwarded, by yourself or others, outside the City of Edina.

In a message dated 8/29/2013 1:05:53 PM Central Daylight Time, tmuse@sehinc.com writes:

Subj:Re: Minnehaha Woods - street observations

Date:8/29/2013 1:05:53 PM Central Daylight Time

From:tmuse@sehinc.com

To:WHoule@EdinaMN.gov

CC:Crabtreejr@aol.com, ppasko@sehinc.com, cmillner@edinaMN.gov, jclement@sehinc.com

Mr. Crabtree,

We have received your email containing the list of items you noticed during your review of the neighborhood. The warranty period for this project expires in mid-November 2013.

Several of the items you noted are already included on the warranty punchlist. We will review your list and note the items

that are justified as additional warranty items, if applicable. We will then provide you an update following our review.

In the meantime, please contact me if you have any additional concerns.

Toby Muse, PE | Project Manager
SEH | 10901 Red Circle Drive, Suite 300 | Minnetonka, MN 55343
952.912.2616 direct | 888.908.8166 fax
www.sehinc.com
SEH—Building a Better World for All of Us™

From: Wayne Houle <WHoule@EdinaMN.gov>
To: "Crabtreejr@aol.com" <Crabtreejr@aol.com>,
Cc: "Paul J. Pasko III" <ppasko@sehinc.com>, Toby Muse <tmuse@sehinc.com>
Date: 08/26/2013 10:16 AM
Subject: Re: Minnehaha Woods - street observations

Thanks John, I will have Paul or Toby with SEH get back to us with a response.

Wayne Houle, Director of Engineering
952-826-0443 | Fax 952-826-0392
Whoule@EdinaMN.gov<<mailto:Whoule@EdinaMN.gov>> | www.EdinaMN.gov<<http://www.EdinaMN.gov>>

On Aug 26, 2013, at 10:00 AM, "Crabtreejr@aol.com<<mailto:Crabtreejr@aol.com>>" <Crabtreejr@aol.com<<mailto:Crabtreejr@aol.com>>> wrote:

To Wayne Houle,
Edina City Engineer

Dear Wayne

1. Introduction

At the meeting to discuss the reconstruction of 54th Street last monday, I asked about warranty work on the Minnehaha Woods street reconstruction. I said that I had seen apparent defects, including significant roadway cracks, which had not been marked for repair.

I have now completed a walk of the streets which were included in the project, namely Kellogg Avenue, Oaklawn Avenue, Brookview Avenue, Park Place, and Woodcrest Drive, between 54th and 56th streets. Also included were Kellogg Circle, Dever Drive, part of 54th Street at Park Place, 55th Street from Wooddale Avenue to Park Place, and part of 56th Street.

The things which I were looking for were :

- i) signs of roadway settlement
- ii) cracks in the asphalt
- iii) cracks in curbs and driveway concrete which was part of the project
- iv) settlement of curbs, particularly where there is a step from the top of one curb to the next. In some cases this is quite small, and these are noted as "slight" in the following notes. There is no doubt some type of standard which should be applied to this.

In addition I noted where there is noticeable damage to expansion joints.

2. Roadway Settlement

The checks were made by driving along the streets at night. Dips can be felt. They can be seen from changes in the light reflection. Roadway settlement was noticed across the road (unless otherwise noted) at:

5404 Kellogg Ave
5408 Kellogg Ave
5416 Kellogg Ave
5424 Kellogg Ave
5432 Kellogg Ave

5532 Kellogg Ave

5404 Oaklawn (marked for repair, but cut for one side of street only). Curb replacement done
5408 Oaklawn Avenue - repair ongoing. Curbs already replaced on both sides of street
5424 Oaklawn Avenue
5428 Oaklawn Avenue
5436 Oaklawn Avenue

5500 Oaklawn Avenue
5504 Oaklawn Avenue
5516 Oaklawn Avenue
5524 Oaklawn Avenue

5417 Brookview Ave
5437 Brookview Ave - east side only, NB new house construction

5427 Woodcrest Dr - east side only, other issues at same location - see below

3. Kellogg Avenue

5433 Kellogg - half of apron already replaced. Saw cut needs to be filled

5437 Kellogg - low spot in curb on section to the south of the path,
- curb settlement at joint nearest fire hydrant
- curb settlement either side of the storm drain, to the south of the house on 55th street.

5504 Kellogg - curb settlement just north of driveway

5513 Kellogg - two slabs of driveway already replaced

5516 Kellogg - house under construction, apron not visible

5536 Kellogg - slight curb settlement north of storm drain

5537 Kellogg - curb settled just south of driveway

4. Kellogg Place

5604 / 5605 / 5608 / 5612 Kellogg Place - expansion joint damage to several joints.
- construction at 5608 was noted, along with a large dumpster in the yard.

5616 Kellogg Place - driveway slab already replaced

5617 Kellogg Place - curb settlement, previously marked for repair. Not (yet) done.

5625 Kellogg Place - curb settled by storm drain south of house
possible curb settlement on east side of house in line with south wall

5628 Kellogg Place - curb settlement west of storm drain

5. Oaklawn Avenue

5404 Oaklawn - curb section already replaced. Street cut for asphalt replacement to middle of street only

5408 and 5409 Oaklawn - curb sections already replaced on both sides of street.

Road settlement being corrected

18' crack across road roadway being repaired.

5413 Oaklawn - slight drop in curb joint just north of driveway

5416 Oaklawn - curb section already replaced

5417 Oaklawn - curb section already replaced

5420 Oaklawn - curb settled south of driveway

5421 Oaklawn - curb settled north of driveway
- curb settled south of driveway

5424 Oaklawn - curb settled south of driveway

5425 Oaklawn - curb cracked

5428 Oaklawn - driveway slab lifted on south side

5429 Oaklawn - curb settled south of driveway

5433 Oaklawn - crack across roadway, almost curb to curb, ca. 22' long

5437 Oaklawn - crack in roadway by fire hydrant
- 9' crack in roadway to south of house in 55th street

5500 Oaklawn - step from driveway apron to drive at east edge. Which is newer?

5505 Oaklawn - curb cracked

5509 Oaklawn - slight curb settlement south of driveway

5512 Oaklawn - curb settled south of driveway
- curb settled south of storm drain

5513 Oaklawn - curb settlement south of driveway
- slight curb settlement south of storm drain

5520 Oaklawn - curb cracked at south end of driveway

5529 Oaklawn - two driveway slabs already replaced

6. Brookview Avenue

5400 Brookview - cracked curb north of house on 54th street
- pooling water in curb at north east corner of lot

5404 Brookview - cracked curb south of driveway

5408 Brookview - curb settlement south of driveway

5416 Brookview - curb settlement south of driveway

5417 Brookview - curb settlement south of driveway

5420 Brookview - slight curb settlement south of driveway

5421 Brookview - slight curb settlement south of driveway

5433 Brookview - curb settlement north of driveway
- 8' crack in roadway

5437 Brookview - apparent road settlement and other road wear. House just completed

5526 Brookview - crack in driveway apron

7. Park Place

NB. There was a lot of debris (oak leaves, acorns etc) in the gutter along the east side of Park Place at the north end.

Junction with Woodcrest drive - 10' crack in roadway at SE corner

5428 Park - curb settlement south of driveway

5429 Park - 3' crack in road
- also a gash in the road

5500 Park - chips on edge of driveway apron. NB, house is new

5504 Park - gash in road. NB construction at 5500 Park

5513 Park - cracked curb, just north of the SW corner of the lot
- cracked driveway apron on west side of driveway
- cracked driveway apron on east side of driveway
- tree dying on SW corner of the lot

5520 Park - crack in driveway apron

5524 Park - step at transition from driveway apron to driveway. Which is newer?

5528 Park - cracks in driveway apron on the north side

5537 Park - curb settlement south of driveway
- curb already broken out for repair to south of house on 56th street.

Junction with 56th street - roadway crack on west side of manhole

8. Dever Drive

5508 Dever - curb settlement west of driveway

9. Woodcrest Drive

5420 Woodcrest - crack in curb at end of path

5427 Woodcrest - 12' crack in roadway, north of driveway
- 4' crack in roadway, at end of driveway
- cracks in driveway apron
- settlement on east side of the street only

5432 Woodcrest - curb settlement south of driveway

5433 Woodcrest - curb settlement north of driveway

5441 Woodcrest - 8' crack in roadway by driveway
- check further north for a possible additional crack

5440 Woodcrest - cracks in driveway apron

- many marks on the street
- new construction taking place

5500 Woodcrest - 6' crack in roadway
- crack in curb

5505 Woodcrest - cracked curb south of driveway

5512 Woodcrest - slight curb settlement south of driveway

5520 Woodcrest - slight curb settlement south of driveway

10. 54th Street

north side of 5400 Brookview - cracked curb

11. 56th Street bridge

Bridge - cracks in concrete "sidewalks" on north and south sides of the bridge.

This list is almost certainly incomplete. Please tell me which of the noted incidents of curb settlement do not justify repair. Then the neighbourhood expects that all other items will be rectified.

Sincerely

John Crabtree
5408 Oaklawn Avenue
Edina, MN 55424
tel 952-928-8434



October 7, 2013

RE: City of Edina
Minnehaha Woods Neighborhood
Roadway Improvements-5408 Oaklawn
Avenue
SEH No. 113734 14.00

Mr. John Crabtree
5408 Oaklawn Avenue
Edina, MN 55424

Dear Mr. Crabtree:

Thank you for your compilation of comments regarding perceived defects associated with the Minnehaha Woods neighborhood project. We received your list of comments submitted by email on August 26, 2013. Your email is attached to this letter as Exhibit 1.

We are continually reviewing the project area to keep our punchlist up-to-date prior to the November 22, 2013 warranty expiration date. The items listed in Exhibit 1 were reviewed in conjunction with our ongoing site visits. Many of the items you noted in Exhibit 1 were already included in the warranty punchlist. Some items were not. Again, we appreciate your thorough review of the neighborhood.

Attached to this letter as Exhibit 2 is a table that contains the following:

- Column D lists the items we received in Exhibit 1
- Column E contains our observations of the item
- Column F identifies the proposed repair for the item, if warranted, highlighted in yellow.

Our comments regularly refer to standard construction tolerances based both on City and State street reconstruction specifications as well as tolerances gained from experience in the construction industry. These tolerances dictate the selection of an appropriate repair, if warranted.

The City's contractor will complete all required repairs prior to the November 22, 2013 warranty expiration date. Again, thank you for your interest and the time spent reviewing this important project.

Sincerely,

A handwritten signature in black ink that reads "Toby Muse".

Toby Muse, PE
Project Manager

c: Wayne Houle, City of Edina
Chad Millner, City of Edina
Paul Pasko, SEH
Joe Clement, SEH
Jay Palda, Palda & Sons Inc.

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From: [Wayne Houle](mailto:Wayne.Houle)
To: Crabtreejr@aol.com
Cc: [Paul J. Pasko III](mailto:Paul.J.Pasko.III); [Toby Muse](mailto:Toby.Muse)
Subject: Re: Minnehaha Woods - street observations
Date: 08/26/2013 10:16 AM

Thanks John, I will have Paul or Toby with SEH get back to us with a response.

Wayne Houle, Director of Engineering
 952-826-0443 | Fax 952-826-0392
Whoule@EdinaMN.gov <<mailto:Whoule@EdinaMN.gov>> | www.EdinaMN.gov <<http://www.EdinaMN.gov>>

On Aug 26, 2013, at 10:00 AM, "Crabtreejr@aol.com<<mailto:Crabtreejr@aol.com>>" <Crabtreejr@aol.com<<mailto:Crabtreejr@aol.com>>> wrote:

To Wayne Houle,
Edina City Engineer

Dear Wayne

1. Introduction

At the meeting to discuss the reconstruction of 54th Street last monday, I asked about warranty work on the Minnehaha Woods street reconstruction. I said that I had seen apparent defects, including significant roadway cracks, which had not been marked for repair.

I have now completed a walk of the streets which were included in the project, namely Kellogg Avenue, Oaklawn Avenue, Brookview Avenue, Park Place, and Woodcrest Drive, between 54th and 56th streets. Also included were Kellogg Circle, Dever Drive, part of 54th Street at Park Place, 55th Street from Wooddale Avenue to Park Place, and part of 56th Street.

The things which I were looking for were :

- i) signs of roadway settlement
 - ii) cracks in the asphalt
 - iii) cracks in curbs and driveway concrete which was part of the project
 - iv) settlement of curbs, particularly where there is a step from the top of one curb to the next. In some cases this is quite small, and these are noted as "slight" in the following notes. There is no doubt some type of standard which should be applied to this.
- In addition I noted where there is noticeable damage to expansion joints.

2. Roadway Settlement

The checks were made by driving along the streets at night. Dips can be felt. They can be seen from changes in the light reflection. Roadway settlement was noticed across the road (unless otherwise noted) at:

5404 Kellogg Ave
 5408 Kellogg Ave
 5416 Kellogg Ave
 5424 Kellogg Ave
 5432 Kellogg Ave

5532 Kellogg Ave

5404 Oaklawn (marked for repair, but cut for one side of street only). Curb replacement done
 5408 Oaklawn Avenue - repair ongoing. Curbs already replaced on both sides of street
 5424 Oaklawn Avenue
 5428 Oaklawn Avenue
 5436 Oaklawn Avenue

5500 Oaklawn Avenue
 5504 Oaklawn Avenue
 5516 Oaklawn Avenue
 5524 Oaklawn Avenue

5417 Brookview Ave

5437 Brookview Ave - east side only, NB new house construction

5427 Woodcrest Dr - east side only, other issues at same location - see below

3. Kellogg Avenue

5433 Kellogg - half of apron already replaced. Saw cut needs to be filled

5437 Kellogg - low spot in curb on section to the south of the path,
 - curb settlement at joint nearest fire hydrant
 - curb settlement either side of the storm drain, to the south of the house on 55th street.

5504 Kellogg - curb settlement just north of driveway

5513 Kellogg - two slabs of driveway already replaced

5516 Kellogg - house under construction, apron not visible

5536 Kellogg - slight curb settlement north of storm drain

5537 Kellogg - curb settled just south of driveway

4. Kellogg Place

5604 / 5605 / 5608 / 5612 Kellogg Place - expansion joint damage to several joints.
 - construction at 5608 was noted, along with a large dumpster in the yard.

5616 Kellogg Place - driveway slab already replaced

5617 Kellogg Place - curb settlement, previously marked for repair. Not (yet) done.

5625 Kellogg Place - curb settled by storm drain south of house
possible curb settlement on east side of house in line with south wall

5628 Kellogg Place - curb settlement west of storm drain

5. Oaklawn Avenue

5404 Oaklawn - curb section already replaced. Street cut for asphalt replacement to middle of street only

5408 and 5409 Oaklawn - curb sections already replaced on both sides of street.
Road settlement being corrected
18' crack across road roadway being repaired.

5413 Oaklawn - slight drop in curb joint just north of driveway

5416 Oaklawn - curb section already replaced

5417 Oaklawn - curb section already replaced

5420 Oaklawn - curb settled south of driveway

5421 Oaklawn - curb settled north of driveway
- curb settled south of driveway

5424 Oaklawn - curb settled south of driveway

5425 Oaklawn - curb cracked

5428 Oaklawn - driveway slab lifted on south side

5429 Oaklawn - curb settled south of driveway

5433 Oaklawn - crack across roadway, almost curb to curb, ca. 22' long

5437 Oaklawn - crack in roadway by fire hydrant
- 9' crack in roadway to south of house in 55th street

5500 Oaklawn - step from driveway apron to drive at east edge. Which is newer?

5505 Oaklawn - curb cracked

5509 Oaklawn - slight curb settlement south of driveway

5512 Oaklawn - curb settled south of driveway
- curb settled south of storm drain

5513 Oaklawn - curb settlement south of driveway
- slight curb settlement south of storm drain

5520 Oaklawn - curb cracked at south end of driveway

5529 Oaklawn - two driveway slabs already replaced

6. Brookview Avenue

5400 Brookview - cracked curb north of house on 54th street
- pooling water in curb at north east corner of lot

5404 Brookview - cracked curb south of driveway

5408 Brookview - curb settlement south of driveway

5416 Brookview - curb settlement south of driveway

5417 Brookview - curb settlement south of driveway

5420 Brookview - slight curb settlement south of driveway

5421 Brookview - slight curb settlement south of driveway

5433 Brookview - curb settlement north of driveway
- 8' crack in roadway

5437 Brookview - apparent road settlement and other road wear. House just completed

5526 Brookview - crack in driveway apron

7. Park Place

NB. There was a lot of debris (oak leaves, acorns etc) in the gutter along the east side of Park Place at the north end.

Junction with Woodcrest drive - 10' crack in roadway at SE corner

5428 Park - curb settlement south of driveway

5429 Park - 3' crack in road
- also a gash in the road

5500 Park - chips on edge of driveway apron. NB, house is new

5504 Park - gash in road. NB construction at 5500 Park

5513 Park - cracked curb, just north of the SW corner of the lot
- cracked driveway apron on west side of driveway
- cracked driveway apron on east side of driveway
- tree dying on SW corner of the lot

5520 Park - crack in driveway apron
5524 Park - step at transition from driveway apron to driveway. Which is newer?
5528 Park - cracks in driveway apron on the north side
5537 Park - curb settlement south of driveway
- curb already broken out for repair to south of house on 56th street.
Junction with 56th street - roadway crack on west side of manhole
8. Dever Drive
5508 Dever - curb settlement west of driveway
9. Woodcrest Drive
5420 Woodcrest - crack in curb at end of path
5427 Woodcrest - 12' crack in roadway, north of driveway
- 4' crack in roadway, at end of driveway
- cracks in driveway apron
- settlement on east side of the street only
5432 Woodcrest - curb settlement south of driveway
5433 Woodcrest - curb settlement north of driveway
5441 Woodcrest - 8' crack in roadway by driveway
- check further north for a possible additional crack
5440 Woodcrest - cracks in driveway apron
- many marks on the street
- new construction taking place
5500 Woodcrest - 6' crack in roadway
- crack in curb
5505 Woodcrest - cracked curb south of driveway
5512 Woodcrest - slight curb settlement south of driveway
5520 Woodcrest - slight curb settlement south of driveway
10. 54th Street
north side of 5400 Brookview - cracked curb
11. 56th Street bridge
Bridge - cracks in concrete "sidewalks" on north and south sides of the bridge.

This list is almost certainly incomplete. Please tell me which of the noted incidents of curb settlement do not justify repair. Then the neighbourhood expects that all other items will be rectified.

Sincerely

John Crabtree
5408 Oaklawn Avenue
Edina, MN 55424
tel 952-928-8434

	A	B	C	D	E	F
1						
2	CITY OF EDINA					
3	ENG 11-5					
4	MINNEHAHA WOODS NEIGHBORHOOD ROADWAY IMPROVEMENTS					
5	CITY IMPROVEMENT NO. BA-334; SS-460; STS-375; WM-511; BR-7					
6	John Crabtree Warranty Punch List					
7	SEH NO. EDINA113734					
8	10/04/2013					
9						
10	P:\AE\Edina\113734\7CA\Crabtree Response\Minnehaha Woods Punch List (email).xlsx]Sheet1					
11						
12						
13	Item	Address	Street	John Crabtree 8/26 Email Comment	SEH Observation	Proposed Repair
14	1		54th Street	North side of 5400 Brookview - cracked curb	At joint, plow damage, not contractor's responsibility	None
15	2		56th Street Bridge	Bridge - cracks in concrete "sidewalks" on north and south sides of the bridge.	Minor shrinkage cracks, within standard construction tolerances	None
16	3	5417	Brookview Avenue	Roadway settlement	Not found	None
17	4	5437	Brookview Avenue	Roadway settlement. East side only, NB new house construction.	Within standard construction tolerances	None
18	5	5400	Brookview Avenue	Cracked curb north of house on 54th street. Pooling water in curb at north east corner of lot.	Very slight puddle before water drains out across street, crack is from plow damage and is not contractor's responsibility.	None, this portion of street will be redone when 54th is reconstructed.
19	6	5404	Brookview Avenue	Cracked curb south of driveway	Crack is from plow damage and is not contractor's responsibility	None
20	7	5408	Brookview Avenue	Curb settlement south of driveway	Within standard construction tolerances	None
21	8	5416	Brookview Avenue	Curb settlement south of driveway	Within standard construction tolerances	None
22	9	5417	Brookview Avenue	Curb settlement south of driveway	Within standard construction tolerances	None
23	10	5420	Brookview Avenue	Slight curb settlement south of driveway	Within standard construction tolerances	None
24	11	5421	Brookview Avenue	Slight curb settlement south of driveway	Within standard construction tolerances	None
25	12	5433	Brookview Avenue	Curb settlement north of driveway. 8' crack in roadway.	Curb settlement within standard construction tolerances, crack in pavement noted	Hot seal crack in pavement
26	13	5437	Brookview Avenue	Apparent road settlement and other road wear. House just completed.	No visible settlement, road damage typical of new house construction and is not contractor's responsibility	None
27	14	5526	Brookview Avenue	Crack in driveway apron	This is at 5525 Brookview Avenue, within standard construction tolerances	None
28	15	5508	Dever Avenue	Curb settlement west of driveway	Within standard construction tolerances	None

	A	B	C	D	E	F
13	Item	Address	Street	John Crabtree 8/26 Email Comment	SEH Observation	Proposed Repair
29	16	5404	Kellogg Avenue	Roadway settlement	Not found	None
30	17	5408	Kellogg Avenue	Roadway settlement	Within standard construction tolerances	None
31	18	5416	Kellogg Avenue	Roadway settlement	Not found	None
32	19	5424	Kellogg Avenue	Roadway settlement	Within standard construction tolerances	None
33	20	5432	Kellogg Avenue	Roadway settlement	Not found	None
34	21	5433	Kellogg Avenue	Half of apron already replaced. Saw cut needs to be filled.	Concrete sawcuts are not sealed as part of typical construction practice	None
35	22	5437	Kellogg Avenue	Low spot in curb on section to the south of the path. Curb settlement at joint nearest fire hydrant. Curb settlement either side of the storm drain, to the south of the house on 55th street.	Low spot in curb is 1/2-inch deep, curb settlement at hydrants and storm drain is within standard construction tolerances.	Remove and replace 2 curb pieces at low spot in curb between the hydrant and the walk
36	23	5504	Kellogg Avenue	Curb settlement just north of driveway	Within standard construction tolerances	None
37	24	5513	Kellogg Avenue	Two slabs of driveway already replaced		None
38	25	5516	Kellogg Avenue	House under construction, apron not visible		None
39	26	5532	Kellogg Avenue	Roadway settlement	Not found	None
40	27	5536	Kellogg Avenue	Slight curb settlement north of storm drain		None
41	28	5537	Kellogg Avenue	Curb settled just south of driveway	Within standard construction tolerances	None
42	29	5605	Kellogg Place	Expansion joint damage to several joints. Construction at 5608 was noted, along with a large dumpster in the yard.		None, to be resealed with future scheduled sealcoat
43	30	5604	Kellogg Place	Expansion joint damage to several joints. Construction at 5608 was noted, along with a large dumpster in the yard.		None, to be resealed with future scheduled sealcoat
44	31	5608	Kellogg Place	Expansion joint damage to several joints. Construction at 5608 was noted, along with a large dumpster in the yard.		None, to be resealed with future scheduled sealcoat
45	32	5612	Kellogg Place	Expansion joint damage to several joints. Construction at 5608 was noted, along with a large dumpster in the yard.		None, to be resealed with future scheduled sealcoat
46	33	5616	Kellogg Place	Driveway slab already replaced		None
47	34	5617	Kellogg Place	Curb settlement, previously marked for repair. Not (yet) done.	Curb has settled at driveway felt	Remove and replace 2 short pieces of curb and the adjoining wing section of driveway at manhole
48	35	5625	Kellogg Place	Curb settled by storm drain south of house. Possible curb settlement on east side of house in line with south wall.	Curb at catch basin heaved .07', curb settlement on east of house not found	Remove and replace a piece of curb and gutter on the west side of the catch basin that is directly south of the house
49	36	5628	Kellogg Place	Curb settlement west of storm drain	Within standard construction tolerances	None
50	37	5404	Oaklawn Avenue	Roadway settlement. Marked for repair, but cut for one side of street only. Curb replacement done	Pavement accidentally sawcut for removal	Hot seal sawcuts
51	39	5408	Oaklawn Avenue	Curb sections already replaced on both sides of street. Road settlement being corrected. 18' crack across road roadway being repaired.	Completed	Saw and hot seal
52	41	5413	Oaklawn Avenue	Slight drop in curb joint just north of driveway	Within standard construction tolerances	None
53	42	5416	Oaklawn Avenue	Curb section already replaced		None
54	43	5417	Oaklawn Avenue	Curb section already replaced		None
55	44	5420	Oaklawn Avenue	Curb settled south of driveway	Within standard construction tolerances	None

	A	B	C	D	E	F
13	Item	Address	Street	John Crabtree 8/26 Email Comment	SEH Observation	Proposed Repair
56	45	5421	Oaklawn Avenue	Curb settled north of driveway. Curb settled south of driveway.	Within standard construction tolerances	None
57	46	5424	Oaklawn Avenue	Roadway settlement	Within standard construction tolerances	None
58	47	5424	Oaklawn Avenue	Curb settled south of driveway	Within standard construction tolerances	None
59	48	5425	Oaklawn Avenue	Curb cracked	Damage from new house construction and is not contractor's responsibility	None
60	49	5428	Oaklawn Avenue	Roadway settlement	Not found	None
61	50	5428	Oaklawn Avenue	Driveway slab lifted on south side	Within standard construction tolerances	None
62	51	5429	Oaklawn Avenue	Curb settled south of driveway	Within standard construction tolerances	None
63	52	5433	Oaklawn Avenue	Crack across roadway, almost curb to curb, ca. 22' long		Router and hot seal crack in pavement
64	53	5436	Oaklawn Avenue	Roadway settlement	Not found	None
65	54	5437	Oaklawn Avenue	Crack in roadway by fire hydrant. A 9' crack in roadway to south of house in 55th street.		Router and hot seal crack in pavement
66	55	5500	Oaklawn Avenue	Roadway settlement	Not found	None
67	56	5500	Oaklawn Avenue	Step from driveway apron to drive at east edge. Which is newer?	Within standard construction tolerances	None
68	57	5504	Oaklawn Avenue	Roadway settlement	Not found	None
69	58	5505	Oaklawn Avenue	Curb cracked	Within standard construction tolerances	None
70	59	5509	Oaklawn Avenue	Slight curb settlement south of driveway	Within standard construction tolerances	None
71	60	5512	Oaklawn Avenue	Curb settled south of driveway. Curb settled south of storm drain.	Within standard construction tolerances	None
72	61	5513	Oaklawn Avenue	Curb settlement south of driveway. Slight curb settlement south of storm drain.	Within standard construction tolerances near drive and .08' settlement at catch basin	Replace one piece of curb and gutter at catch basin on west side of street
73	62	5516	Oaklawn Avenue	Roadway settlement	Within standard construction tolerances	None
74	63	5520	Oaklawn Avenue	Curb cracked at south end of driveway	Within standard construction tolerances	None
75	64	5524	Oaklawn Avenue	Roadway settlement	Within standard construction tolerances	None
76	65	5529	Oaklawn Avenue	Two driveway slabs already replaced		None
77	67	5428	Park Place	Curb settlement south of driveway	Within standard construction tolerances	None
78	68	5429	Park Place	A 3' crack in road. Also a gash in the road.	Gash is recent and is not contractor's responsibility	Router and hot seal crack in pavement
79	69	5500	Park Place	Chips on edge of driveway apron. NB, house is new	New house construction probable cause of damage, not contractor's responsibility	None
80	70	5504	Park Place	Gash in road. NB construction at 5500 Park	New house construction probable cause of damage, not contractor's responsibility	None
81	71	5513	Park Place	Cracked curb, just north of the SW corner of the lot. Cracked driveway apron on west side of driveway. Cracked driveway apron on east side of driveway. Tree dying on SW corner of the lot.	Crack at sidewalk caused by tree root and is not the contractor's responsibility, apron cracks are within standard construction tolerances, stressed tree previously addressed by the City.	None
82	72	5520	Park Place	Crack in driveway apron	New house construction probable cause of damage, not contractor's responsibility	None
83	73	5524	Park Place	Step at transition from driveway apron to driveway. Which is newer?	New driveway by owner probable cause of damage, not contractor's responsibility	None
84	74	5528	Park Place	Cracks in driveway apron on the north side	Within standard construction tolerances	None
85	75	5537	Park Place	Curb settlement south of driveway. Curb already broken out for repair to south of house on 56th street.	New house construction probable cause of damage, not contractor's responsibility	None

	A	B	C	D	E	F
13	Item	Address	Street	John Crabtree 8/26 Email Comment	SEH Observation	Proposed Repair
86	76		Park Place	NB. There was a lot of debris (oak leaves, acorns etc) in the gutter along the east side of Park Place at the north end.	Not a contractor issue	None
87	77		Park Place	Junction with Woodcrest drive - 10' crack in roadway at SE corner		Router and hot seal crack in pavement
88	78		Park Place	Junction with 56th street - roadway crack on west side of manhole		Hot seal crack in pavement
89	79	5427	Woodcrest Drive	Roadway settlement. East side only, other issues at same location - see below	Within standard construction tolerances	None
90	80	5420	Woodcrest Drive	Crack in curb at end of path	Within standard construction tolerances	None
91	81	5427	Woodcrest Drive	A 12' crack in roadway, north of driveway. 4' crack in roadway, at end of driveway. Cracks in driveway apron. Settlement on east side of the street only.	New house construction probable cause of drive damage and is not contractor's responsibility, street settlement is within standard construction tolerances.	Hot seal crack in pavement
92	82	5432	Woodcrest Drive	Curb settlement south of driveway	Within standard construction tolerances	None
93	83	5433	Woodcrest Drive	Curb settlement north of driveway	Within standard construction tolerances	None
94	84	5440	Woodcrest Drive	Cracks in driveway apron. Many marks on the street. New construction taking place.	New house construction probable cause of damage, not contractor's responsibility	None
95	85	5441	Woodcrest Drive	A 8' crack in roadway by driveway. Check further north for a possible additional crack.	Not found	None
96	86	5500	Woodcrest Drive	A 6' crack in roadway. Crack in curb.	Curb crack within standard construction tolerances	Hot seal crack in pavement
97	87	5505	Woodcrest Drive	Cracked curb south of driveway	Within standard construction tolerances	None
98	88	5512	Woodcrest Drive	Slight curb settlement south of driveway	Within standard construction tolerances	None
99	89	5520	Woodcrest Drive	Slight curb settlement south of driveway	Within standard construction tolerances	None

Deb Mangen

From: Tim Amundson <tim.amundson@gmail.com>
Sent: Monday, October 14, 2013 3:54 PM
To: Edina Mail
Subject: Airplane Noise

Mayor Hovland,

I live in Edina (near 56th & Beard Ave.) and we have a significant amount of airplane traffic overhead on a regular basis. The airplanes are flying so low that the noise is very loud and frequently disrupts our normal activities (e.g., conversations). Please be my and my neighbors' collective voice and consider recommending that airplanes be re-routed over a different area and/or consider using different runways.

Regards,

Tim Amundson