

# Riley-Purgatory-Bluff Creek Watershed District

Board of Managers Regular Meeting

Wednesday, May 6, 2020, 7:00pm

Virtual Meeting via ZOOM

<https://us02web.zoom.us/j/910759759>

## Agenda

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|--|--------------------|
| <b>1. Call to Order</b>  | <b>Action</b>      |
| <b>2. Approval of the Agenda</b>                                       | <b>Action</b>      |
| <b>3. Duck Lake Road Presentation</b>                                  | <b>Action</b>      |
| <b>4. Public Hearing: Pleasantview Road Drainage Improvement Grant</b> | <b>Action</b>      |
| <b>5. Matters of general public interest</b>                           | <b>Information</b> |

Welcome to the Board Meeting. Anyone may address the Board on any matter of interest in the watershed. Speakers will be acknowledged by the President; please come to the podium, state your name and address for the record. Please limit your comments to no more than three minutes. Additional comments may be submitted in writing. Generally, the Board of Managers will not take official action on items discussed at this time, but may refer the matter to staff for a future report or direct that the matter be scheduled on a future agenda.

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|--|---------------|
| <b>6. Reading and approval of minutes</b>  | <b>Action</b> |
| a. Board of Manager Meeting, April 1, 2020 |               |

- |                                      |               |
|--------------------------------------|---------------|
| <b>7. Citizen Advisory Committee</b> | <b>Action</b> |
| a. Report                            |               |
| b. Motion                            |               |
| c. Application updates               |               |

### **8. Consent Agenda**

(The consent agenda is considered as one item of business. It consists of routine administrative items or items not requiring discussion. Any manager may remove an item from the consent agenda for action.)

- a. Accept April Staff Report
- b. Accept April Engineer's Report (with attached Inspection Report)
- c. Approve Pay App #4 Lower Riley Creek Branch Stabilization
- d. Approve Permit 2019-048 Eden Prairie Central Middle School as presented in the proposed board action of the permit report
- e. Approve Permit 2020-011 Minnetonka High School Parking Lot as presented in the proposed board action of the permit report
- f. Award Lake Riley Alum
- g. Approve 2019 Annual Report publication and public release

- h. Approve fund transfer from Upper Riley Creek to Middle Riley Creek for \$250,000
- i. Approve renewing grant agreement with Metropolitan Council on monitoring WOMP stations.

**9. Action Items**

**Action**

- a. Pulled consent items
- b. Accept February Treasurer's Report
- c. Approve Paying of the Bills
- d. Approve Chanhassen Pleasantview Rd Grant Application with staff recommendation
- e. Adopt Resolution 2020-08 authorize the 30 day notice of proposed amendments to the Bylaws and other policies in the Governance Manual

**10. Discussion Items**

**Information**

- a. Manager Report
- b. Administrator Report
- c. Other

**11. Upcoming Board Topics**

- a. 2021 Budget discussion
- b. other

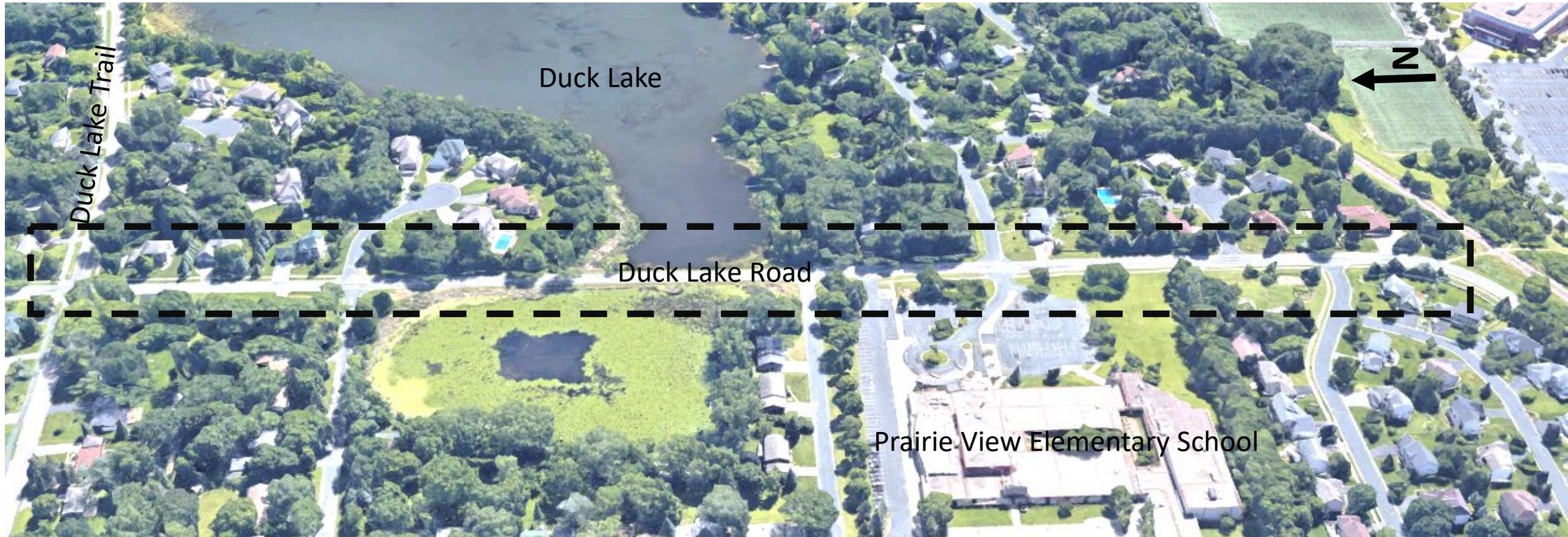
**12. Upcoming Events**

**Information**

- Citizen Advisory Committee Meeting, April 20, 2020, 6:00pm, Zoom Meeting
- Board of Managers Meeting, May 6, 2020. Zoom Meeting
- Webinar: Soil Health and Water Quality, May 14, 7pm. Zoom Meeting
- Webinar: Sustainable Lawns-- Fescues and Flowers Workshop, May 28, 6pm. Zoom meeting

*Please check [www.rpbcwd.org](http://www.rpbcwd.org) for the most current meeting details.*

# Project Location – Duck Lake Road Improvements



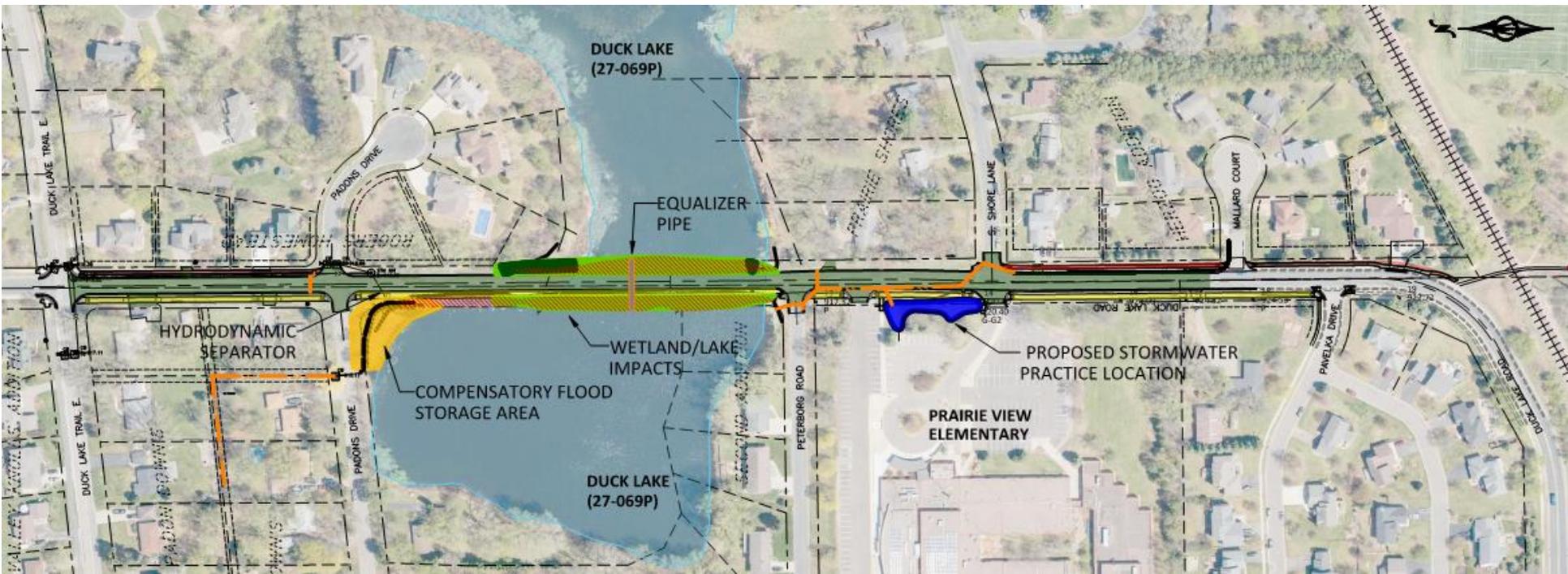
--- Project Location

# As Designed Project Layout

- Reconstruct 2240 feet of Duck Lake Road
- Trail on west side and sidewalk on east side (except through lake area)
- Replace existing 12-inch culvert with 10 foot by 4 foot box culvert (lake equalizer)

## Options Under Consideration

- Add pedestrian bridge on east side through lake area - provides pedestrian facilities on both sides
- Add roadway bridge with pedestrian facilities on both sides and fishing pier on east side





**DUCK LAKE ROAD AS DESIGNED CONCEPT RENDERING**  
**BIRDS EYE VIEW LOOKING EAST**

4/21/2020





**DUCK LAKE ROAD PEDESTRIAN BRIDGE CONCEPT RENDERING**  
**BIRDS EYE VIEW LOOKING EAST**

4/21/2020





**DUCK LAKE ROAD BRIDGE CONCEPT RENDERING**  
**BIRDS EYE VIEW LOOKING EAST**

4/21/2020

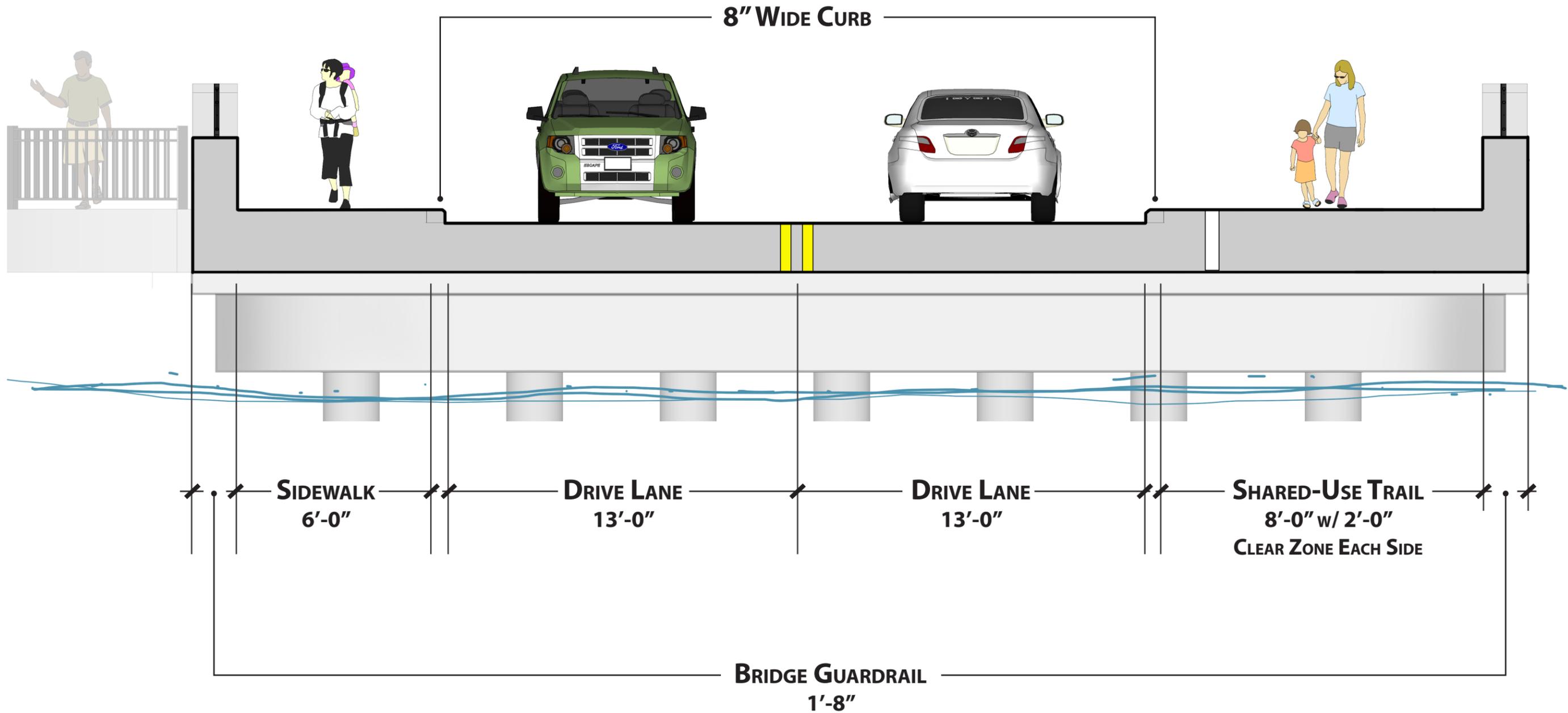




**DUCK LAKE ROAD BRIDGE CONCEPT RENDERING**  
**FISHING PIER ENLARGEMENT**

4/21/2020





# DUCK LAKE ROAD BRIDGE CONCEPT RENDERING

## TYPICAL BRIDGE SECTION

4/21/2020



# DUCK LAKE ROAD PROJECT IMPACTS

Option	Description	Variance(s)	Floodplain Fill	Wetland Fill	Total Cost
As Designed with Box Culvert	Trail west side, 3' boulevard east side	Floodplain fill	705 cubic yards	21,722 square feet	\$2,500,000
Pedestrian Bridge with Box Culvert	Walkway west side, 3' blvd. east side, ped bridge east side	Floodplain fill	599 cubic yards	19,608 square feet	\$3,600,000
Full Bridge	235' long Bridge, trail west side, walkway east side	None	-30 cubic yards	11,316 square feet	\$4,700,000

## MEETING MINUTES

### Riley-Purgatory-Bluff Creek Watershed District

April 1, 2020, RPBCWD Board of Managers Monthly Meeting

PRESENT:

Managers: Jill Crafton, Treasurer

Larry Koch

Dorothy Pedersen, Vice President

Dick Ward, President

David Ziegler, Secretary

Staff: Claire Bleser, RPBCWD Administrator

Terry Jeffery, Watershed Planning Manager

B Lauer, RPBCWD Education and Outreach Assistant

Louis Smith, Attorney, Smith Partners

Scott Sobiech, Engineer, Barr Engineering Company

Other attendees: Dana Donnay, Chanhassen resident

Sharon McCotter, CAC

Greg Falconer

Jim Senske, Bearpath

Greg Hawks, Chanhassen Environ. Comm.

*Note: this meeting was held remotely via meeting platform Zoom in abidance with state mandates in response to Covid-19.*

#### 1. Call to Order

1 President Ward called to order the Wednesday, April 1, 2020, Board of Managers Regular Monthly Meeting and  
2 Public Hearings (held remotely via meeting platform Zoom) to order at 7:00 p.m.  
3

#### 2. Approval of Agenda

4 President Ward said agenda item 8h - Enter into Contract with Human Resources Consultant not to Exceed  
5 \$5,000 – is moved to the final item on the agenda before adjournment and will be conducted in closed session. He  
6 moved off the Consent Agenda item 8e – Approve Permit 2020-03 Moments of Chanhassen. Manager Koch  
7 requested pulling off the Consent Agent item 8a - Accept March Staff Report, 8b – Accept March Engineer’s  
8 Report (with attached inspection report), 8c – Approve Pay App #1 Lake Susan Spent Lime Filter Modification,  
9 8d – Approve Pay App #3 Lower Riley Creek Branch Stabilization, and 8i – Approve Proposal from Wenck on  
10 the Review Aquatic Vegetation Management in Mitchell Lake and Red Rock Lake. Manager Ziegler requested  
11 pulling off the Consent Agenda item 8g – Approve Duck Lake Raingarden Quote. Attorney Smith added item 10b  
12 – Legal Update. President Ward corrected agenda item 6a, stating the item is the Approval of the Minutes of the  
13 March 4, 2020, meeting and not the February 5 meeting as listed on the agenda. Manager Crafton noted she has  
14 comments to make during the item 5 – Matters of General Public Interest.  
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 17 Manager Crafton moved to approve the agenda as amended. Manager Ziegler seconded the motion. By call of  
 18 roll, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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**3. Public Hearing: Middle Riley Creek**

20 Administrator Bleser provided background on the proposed project. She summarized the feasibility study  
 21 conducted by Barr for the proposed project to restore 1,435 feet of Middle Riley Creek. She talked about staff  
 22 working with Bearpath ownership and staff to identify possible approaches to the design. Administrator Bleser  
 23 presented the recommended design approach, explaining the opinion of probable cost for the project is \$286,000.  
 24 She stated the District would provide funds in the amount \$242,500 and Bearpath would provide \$43,500 in  
 25 funding and \$39,000 of in-kind services such as vegetation establishment management and public education.

26 President Ward opened the public hearing for comments. Jim Senske, owner of Bearpath, provided comments  
 27 about his and Bearpath’s support of this project.

28 Manager Koch asked several questions regarding the cost differences between the design options that were  
 29 investigated, and staff responded. Manager Pedersen remarked she had reservations about the project cost and the  
 30 District’s portion of the cost.

31 President Ward called for further comments. Upon hearing none, he closed the public hearing.  
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**4. Public Hearing: Wetland at 101**

33 Mr. Jeffery summarized the project and the two concept plans and two outlet options that were investigated. He  
 34 explained staff recommends the project with Concept Plan A and outlet option 2 for the reasons that this design  
 35 would provide the lowest cost per pound of total phosphorous (TP) and total suspended solids (TSS) removed  
 36 with the least site disturbance and the most downstream benefit in terms of rate control and TP and TSS removal.

37 Mr. Jeffery said staff plans to organize a neighborhood meeting in the summer to collect input from residents  
 38 regarding the proposed design.

39 President Ward opened the public hearing for comments.

40 Manager Koch asked if a project outcome is that the creek will no longer be impaired. Mr. Jeffery responded this  
 41 project in and of itself won't result in the District being able to delist Bluff Creek from the Impaired Waters List,  
 42 but the project will help the District's progress toward the goal of delisting the creek. Manager Koch asked about  
 43 the project's location and whether it is the best location for this project, and Engineer Sobiech responded on why  
 44 this is the right location for the project.

45 Mr. Hawks asked if the project includes construction of a boardwalk trail. Mr. Jeffery said no, construction of a  
 46 boardwalk trail is not part of the project's scope of work. He added that perhaps there will be a future opportunity  
 47 for a boardwalk trail in this location, but a trail is not part of the current proposed project. Mr. Falconer asked  
 48 what prevents invasive plants from returning post-restoration. Mr. Jeffery talked about long-term maintenance and  
 49 other factors designed to minimize invasive plants moving into the restored wetland.

50 President Ward called for additional comments. Upon hearing none, he closed the public hearing.  
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### 5. Matters of General Public Interest

52 Jill Crafton introduced herself as a resident of Bloomington and member of the Bush Lake chapter of the Izaak  
 53 Walton League. She said many of the Chapter's members live in Eden Prairie and Bloomington, and the Chapter  
 54 provided comments to the District's on its 10-Year Plan. Ms. Crafton said the Chapter has long considered the  
 55 Riley Purgatory Bluff Creek Watershed District to be on the cutting edge of water management, but now she is  
 56 asking the question, "Is Watershed District is positioned to remain on the cutting edge?"

57 Ms. Crafton read into the record her comments regarding regenerative agricultural practices and said she would  
 58 provide these written comments to the District.

59 Manager Pedersen recommended the Board holds a Board workshop this year on the topic of the watershed as an  
 60 ecosystem.

### 6. Approval of Minutes

#### a. March 4, 2020, RPBCWD Board of Managers Regular Monthly Meeting

61 Manager Pedersen corrected two misspellings of her name. Manager Ziegler noted on line 21 the word  
 62 "discussion" should be replaced with "discussed" and on line 23 the reference to "President" Koch should  
 63 be changed to "Manager" Koch. Manager Ziegler moved to approve the minutes as amended. Manager  
 64 Crafton seconded the motion. Upon a roll call vote, the motion carried 5-0 as follows:  
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<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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**b. March 2, 2020, Board of Managers Workshop**

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Manager Ziegler moved to approve the March 2, 2020, Board of Managers Workshop minutes as presented. Manager Pedersen seconded the motion. Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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**c. March 24, 2020, Board of Managers Workshop**

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Manager Crafton moved to approve the March 25, 2020, Board of Managers Workshop minutes as presented. Manager Ziegler seconded the motion. Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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**7. CAC**

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Ms. Sharon McCotter reported the CAC met virtually via the Zoom platform on March 16, 2020, and approved a motion supporting the Staring Lake Stormwater Capture and Reuse Project. She talked about CAC discussions on ways to further facilitate youth engagement with the watershed and the CAC, and she noted the CAC is establishing a new subcommittee with this focus. Ms. McCotter said the new subcommittee is in the process of writing its charter. She announced there is a Speakers Bureau engagement scheduled with the Chanhassen Rotary, and she believes it will move forward as a virtual presentation to the Rotary. Ms. McCotter shared her update on working with the City of Chanhassen to develop a spring cleanup such as buckthorn removal.

## 8. Consent Agenda

83 Manager Ziegler moved to approve the Consent Agenda, which comprised 8f – Approve Permit 2020-08  
 84 The Ridge. Manager Crafton seconded the motion. Upon a roll call vote, the motion carried 5-0 as  
 85 follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

## 9. Action Items

### a. Pulled Consent Agenda items

#### i. **Accept March Staff Report**

89 Manager Koch asked about the Aquatic Invasive Species information on page 2 of the report and  
 90 asked if there have been discussions about delaying the inspections in response to COVID-19.  
 91 Administrator Bleser said the discussions were about the District’s commitment to AIS  
 92 inspections. Manager Koch asked if there are any impacts to the District’s Cost-Share Program in  
 93 light of COVID-19. Administrator Bleser responded the District has notified all grant share  
 94 recipients that site visits are postponed at this time as they fall under the category of non-essential  
 95 work during this time of COVID-19 response. Manager Koch had several other comments and  
 96 questions, such as his suggestion the District consider creating a video as an education and  
 97 outreach tool and his suggestion regarding surveying that the District utilize LiDAR measuring  
 98 and use a drone to capture video of projects as they progress.

99 Manager Pedersen asked staff for an update on conversations with BWSR about updating the  
 100 wetland management system. Mr. Jeffery reported BWSR’s suggestion of using Excel and that  
 101 BWSR wasn’t involved with or planning any database projects at this time. Manager Koch  
 102 suggested using Microsoft Database. Manager Pedersen asked if the District could involve  
 103 MAWD to organize a statewide effort regarding coming up with one system. The Board directed  
 104 staff to contact Emily at MAWD on this issue. Engineer Sobiech commented that watershed rules  
 105 require a MnRAM to be submitted, and he thinks this is an opportunity for the District to be a  
 106 leader in this initiative.

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Manager Pedersen moved to accept the staff report. Manager Crafton seconded the motion. Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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ii. **Accept March Engineer’s Report (with attached Inspection Report)**

Manager Koch asked staff for an update on the District’s corrective actions regarding erosion prevention and sediment control inspections. Mr. Jeffery provided an update. Manager Koch remarked if work is being done on the site, the District needs to follow up again. Manager Crafton asked Engineer Sobiech for more information on MTDs, or Manufactured Treatment Devices. Engineer Sobiech responded. Manager Crafton moved to accept the March Engineer’s Report. Manager Pedersen seconded the motion.

Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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iii. **Approve Pay App #1 Lake Susan Spent Lime Filter Modification**

Manager Koch asked why there were no retainages with this contract. Engineer Sobiech explained why. Manager Ziegler moved to approve Pay App #1 Lake Susan Spent Lime Filter Modification. Manager Pedersen seconded the motion.

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Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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iv. **Approve Pay App #3 Lower Riley Creek Branch Stabilization**

Manager Koch asked what remains to be done in this project and asked staff to walk through the retainage calculation. Engineer Sobiech replied the project is 90% complete and provided details on the tasks remaining. He explained the retainage calculation. Manager Crafton moved to approve Pay App #3 Lower Riley Creek Branch Stabilization. Manager Ziegler seconded the motion. Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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v. **Approve Permit 2020-003 Moments of Chanhassen**

Manager Ziegler asked for more information about TDA, Tire Derived Aggregate – the aggregate material referenced in the Board packet information about this permit. Engineer Sobiech replied in detail about the Engineer’s review of TDA research and the applicant’s submitted information about TDA, including a MnDOT study. Engineer Sobiech explained the MnDOT study shows TDA is effective as long as the material isn’t inundated for more than 48 hours. He said the District Engineer is requiring as a permit condition that the applicant conduct infiltration testing in the locations the applicant is proposing to use the TDA material and ensure the water contact would be less than 48 hours. Engineer Sobiech noted this is the first time the District has reviewed

147 a project in which the applicant is proposing to use TDA.

148 There was lengthy discussion about Engineer Sobiech's findings from research about the efficacy  
149 of TDA, managers' concerns about potential leaching from TDA, potential cost impacts to the  
150 applicant to use natural material in place of TDA, and the District's Rules.

151 Engineer Sobiech pointed out the District's Rules do not require natural materials. Attorney Smith  
152 stated if the Board is considering requiring a material different from the one the applicant  
153 proposed, the Board would need to consider its basis for the requirement. He said the District  
154 Engineer has presented information indicating TDA is not a generally accepted material in the  
155 industry. He said it's within the District Engineer's technical interpretation of what the appropriate  
156 material or medium is, and it's within the Board's discretion to consider that technical  
157 information. Attorney Smith said the Board might also consider that if the applicant is proposing a  
158 material considered experimental or that poses certain risks to ground water, the District might  
159 require the applicant to post a larger surety that would be adequate to re-do the system if it turns  
160 out site monitoring, done by the applicant, indicates there was leaching or other problems.  
161 Attorney Smith highlighted that it is reasonable for the Board to interpret its rules to provide that  
162 the applicant needs to use a material that's generally accepted in the industry, and it sounds like  
163 the material proposed by the applicant is experimental and raises risk concerns. He said if the  
164 District has documented technical information shared for the public record, as shared tonight by  
165 Engineer Sobiech, that TDA is not a widely accepted material in the industry, then the Board has  
166 the basis either to reject the material and require stone or other natural material or to treat the TDA  
167 as an experiment and put the risk of the experiment on the applicant by requiring tight monitoring.

168 Engineer Sobiech said the Board could take action to extend the permit review period. The  
169 managers discussed the information presented. Engineer Sobiech remarked if the Board so directs,  
170 staff can do additional research to clarify the potential risks this product. President Ward said it  
171 makes sense for the Board to act to extend the permit review period. Attorney Smith said it would  
172 be a reasonable course of action, and he said another option is for the Board to approve the permit  
173 on the condition the applicant chooses to use a widely accepted material, as specified by the  
174 District Engineer, or if the applicant insists on using the TDA, the District would need more time  
175 in order to perform research on the material.

176 Manager Koch moved to approve Permit 2020-003 based on tonight's discussion and subject to  
177 the conditions raised tonight, including the applicant substitutes a material generally accepted in  
178 the industry in place of the TDA, or if the applicant responds it wants to proceed with the TDA,  
179 the permit review period will extend by 60 days, thereby delaying permit action, to allow for  
180 additional information on the material to be received and evaluated by the Board. Manager Ziegler  
181 seconded the motion.

182 Manager Pedersen asked about tracking staff time spent on this permit. Engineer Sobiech stated it  
183 is his intent that any time staff spends on this permit is tracked to this permit, which is tied to the  
184 applicant's permit fee, for which the District has a mechanism in place for replenishment.

185 Manager Ziegler asked for the motion to be reiterated. Attorney Smith said the motion is for the  
186 applicant to substitute the TDA with a material generally accepted in the industry, or if the  
187 applicant wants to use the TDA material, the time for the District's permit review is extended by  
188 60 days to allow the Board to review additional information produced by the applicant regarding  
189 risks and associated issues posed by TDA use for the Engineer's review and for the consideration

190 by the Board. Manager Ziegler asked for clarification of the Engineer’s review that will take place  
 191 if the applicant substitutes the TDA with a generally accepted material. Engineer Sobiech  
 192 responded.

193 Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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 195 **vi. Approve Duck Lake Raingarden Quote**

196 Manager Ziegler said he asked to have this item pulled from the Consent Agenda because he  
 197 noticed the contractor name Sunram wasn’t specified but should be to indicate the District is  
 198 awarding the bid to Sunram. Manager Ziegler moved to accept the Duck Lake Raingarden quote  
 199 from and award the bid to Sunram. Manager Crafton seconded the motion.

200 Engineer Sobiech reported that after the bid process, Sunram supplied to the District a letter  
 201 related to COVID-19 and the Stay-at-home work order. He reported Sunram has closed its shop  
 202 for a temporary, two-week period, and as part of the letter Sunram has requested additional time  
 203 on the back end of the contract by an additional two weeks. The managers and staff discussed the  
 204 probability of Minnesota’s Stay-at-home order being extended, and how to address Sunram’s  
 205 request for an extension. Attorney Smith asked Engineer Sobiech if there would be adverse effects  
 206 to the District or additional costs resulting from Sunram’s delay. Engineer Sobiech replied the  
 207 contract hasn’t asked for additional costs, but at some point in time, such as if the delay extends  
 208 into a new season, there is a chance the contractor would ask for a change in rates or something  
 209 similar.

210 Attorney Smith recommended the Board put a bookend in place as to how far out the District is  
 211 willing to extend without revisiting the terms of the contract, and the Board should be specific  
 212 about that bookend in its communication back to Sunram. Engineer Sobiech said right now the  
 213 contract is slated to complete at the end of June. He said given July and August are the warmest  
 214 months, he suggests the Board extend the contract into early October, so the plants can be  
 215 established outside of the peak heat months. Attorney Smith suggested the Board set a firm  
 216 completion date with no price increase. Engineer Sobiech recommended setting the completion  
 217 date as October 15, 2020.

218 Manager Ziegler moved to amend his motion to include a completion date of October 15 at no  
 219 additional cost. Manager Crafton seconded the motion.

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Upon a roll call vote, the motion to amend carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

President Ward called the question on the amended motion. Upon a roll call vote, the amended motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

vii. **Approve Proposal from Wenck & Associates on the Review Aquatic Vegetation Management in Mitchell Lake and Red Rock Lake**

Manager Koch asked about the commencement and completion dates and delays considering COVID-19. Attorney Smith said his understanding is Wenck’s belief is this work is exempt and Wenck has no concerns with performing the work consistent with the Minnesota Department of Health guidelines. He said the District doesn’t anticipate delays with this project. Administrator Bleser commented about critical work and noted the topic of critical work is on tonight’s meeting agenda.

Manager Koch remarked he thinks the District should have in its contracts the right to terminate contracts as the District may see a situation in which the District wants to stop work and pay the contractor for work performed but doesn’t want the contractor to proceed further. He asked the Board and staff to consider including such language in contracts going forward. Manager Koch asked what type of work District staff will perform related to this project. Administrator Bleser responded.

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Manager Ziegler moved to approve the proposal from Wenck & Associates on the Review Aquatic Vegetation Management in Mitchell Lake and Red Rock Lake and approve Wenck as the contractor. Manager Pedersen seconded the motion. Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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**b. Accept February Treasurer’s Report**

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Treasurer Crafton communicated that the report has been reviewed in accordance with the District’s internal controls and procedures. She moved to accept the February Treasurer’s Report as presented. Manager Pedersen seconded the motion. Manager Koch asked for an update on the costs of the annual audit and inquired about Redpath costs reflected in the report. He asked about the expenses from Fortin Consulting. Administrator Bleser provided details about the annual audit costs and Redpath costs. She explained the work performed by Fortin Consulting was for preparation for the property management training, and she said this item should be classified under the Hennepin County Chloride Initiative. Manager Koch asked several other questions about specific expenses.

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Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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**c. Approve Paying of Bills**

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Manager Crafton moved to pay the bills. Manager Pedersen seconded the motion. Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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**d. Order Pioneer Wetlands at 101 Resolution (Resolution 2020-05) and Approve Task Order 30B Design of Wetlands at Pioneer Trail**

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Mr. Jeffery summarized the work included in the Task Order. Manager Ziegler moved to approve Task Order 30B Design of Wetlands at Pioneer Trail. Manager Pedersen seconded the motion.

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Manager Crafton spoke about her concerns about water coming into the site and her belief that there should be more diverse species of vegetation restored into the wetland. Manager Koch asked staff to clarify the options staff recommended, and he moved to amend the motion to state this task order is to proceed as related to the design option 1 and that the task order specifically refer to the existing overriding agreement between the District and Barr Engineering. Administrator Bleser said the Task Order is based on the design recommendation staff presented as part of the public hearing.

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Mr. Jeffery specified the design recommendation is for Concept A and outlet Option 2. Manager Koch made a friendly amendment to his motion to amend to specify grading plan Concept A and outlet Option 2. Manager Ziegler seconded the motion to amend to specify grading plan Concept A and outlet Option 2. Manager Crafton asked for clarification about grading plan Concept A, and Mr. Jeffery responded Concept A does not include the excavation to the east.

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Upon a roll call vote, the motion to amend carried 3-2 as follows:

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<i>Manager</i>	<i>Action</i>
Crafton	No
Koch	Aye
Pedersen	No
Ward	Aye
Ziegler	Aye

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President Ward called the question on the amended motion.

Upon a roll call vote, the amended motion carried 3-2 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	No
Koch	Aye
Pedersen	No
Ward	Aye
Ziegler	Aye

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Manager Ziegler moved to approve Resolution 2020-05. Manager Koch seconded the motion. Attorney Smith commented this resolution orders the project and it is appropriate to insert into the second “Be it resolved” the project specification of Concept A and Option 2. Manager Koch moved to amend the motion to insert into the second “Be it resolved” the project specification of Concept A and Option 2. Manager Ziegler seconded the motion to amend.

Upon a roll call vote, the motion to amend carried 3-2 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	No
Koch	Aye
Pedersen	No
Ward	Aye
Ziegler	Aye

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President Ward called the question on the amended motion.

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Upon a roll call vote, the amended motion carried 3-2 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	No
Koch	Aye
Pedersen	No
Ward	Aye
Ziegler	Aye

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**e. Order Middle Riley Creek Resolution and Approve Task Order 29B Design of Middle Riley Creek (Resolution 2020-06)**

Manager Crafton moved to approve Task Order 29B. Manager Ziegler seconded the motion. Manager Koch asked for more explanation about what Task Order 29B orders. Administrator Bleser responded it orders final design and permitting of the project. Manager Koch moved to amend the motion to add the condition that Bearpath commit in writing to all the conditions set forth in its letter to the District. Administrator Bleser noted that the District would enter into a Cooperative Agreement with Bearpath for this project. There was discussion about the level of detail about Bearpath’s commitment that would be included in the Cooperative Agreement. Manager Crafton asked for motion on the table to be reiterated. Attorney Smith said the motion to amend is to add the condition that the commitments Bearpath is making in its letter to the District would be committed with dollar amounts in the Cooperative Agreement. Manager Ziegler seconded the motion to amend.

Upon a roll call vote, the motion to amend carried 4-1 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	No
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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Upon a roll call vote, the amended motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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Manager Ziegler moved to approve Resolution 2020-06 Ordering the Middle Riley Creek Stabilization Project. Manager Crafton seconded the motion.

Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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**f. Accept Land Transfer of 770 Pioneer Trail, Chanhassen from City of Chanhassen to RPBCWD (Resolution 2020-070)**

Attorney Smith went through the requirement on the conveyance of the property that the Commissioner of the Minnesota Management and Budget approves the conveyance. He said the District directed him to investigate whether the City of Chanhassen obtained approval from the Commissioner for the City’s conveyance. Attorney Smith reported the answer is no, the City has not obtained approval but is working on it. He said one of the requirements in the process of obtaining approval is to indicate who it is that wants to acquire the property, and for that reason the City has asked the District to adopt this resolution to confirm the District’s interest in acquiring the property.

Manager Koch asked follow-up questions. Attorney Smith responded. There was discussion about possible encumbrances against the property in the future. Attorney Smith said he believes the encumbrance runs with the land, but he will check to verify. President Ward directed Attorney Smith to

333 get clarification on this issue and said he doesn't think the encumbrance would run with the land.

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 335 Manager Koch asked about the declaration to be recorded with the deed to the property in regard to a  
 336 general obligation bond grant contract with the City. He asked for more information about the declaration.  
 337 Mr. Jeffery provided detail, including that the encumbrance is part of the grant and does lay with the  
 338 property. The Board discussed possible courses of action on Resolution 2020-070. Attorney Smith said he  
 339 recommends the Board assumes it is obligated to record the declaration and it lays with the land. He said  
 340 if the Board is comfortable with approving the Resolution on that basis, then the Board could adopt the  
 341 Resolution. Attorney Smith noted that the language in this resolution is the same language the Board  
 342 adopted with the other two properties. Manager Koch asked about whether the District is concerned about  
 343 title insurance, and he recommended the District order a phase 1 environmental assessment on the  
 344 property. Attorney Smith responded about title insurance, saying the specific requirement of having title  
 345 insurance hasn't been discussed and it wouldn't be difficult to obtain title insurance if the Board directs  
 346 such action. The managers and staff discussed Manager Koch's recommendation about a phase 1  
 347 environmental assessment.

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 349 Manager Ziegler moved to adopt Resolution 2020-07 and authorize staff to investigate the questions  
 350 raised regarding encumbrances and declarations specific to this land transfer and report back to the Board,  
 351 obtain title insurance at the District's cost, and order a phase 1 environmental assessment at the District's  
 352 cost. Manager Koch seconded the motion.

353 Upon a roll call vote, the motion failed 2-3 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	No
Koch	Aye
Pedersen	No
Ward	No
Ziegler	Aye

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 356 Manager Crafton moved to adopt resolution 2020-07 and direct to proceed to buy title insurance. Manager  
 357 Pedersen seconded the motion.

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Upon a roll call vote, the motion carried 4-1 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	No
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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**g. Approve Policy Decision on Mission Critical Projects**

Administrator Bleser reported the exercise District staff undertook to evaluate its work based on the Minnesota Governor’s Order and identifying mission critical work. She listed the District’s mission critical work. Manager Koch moved to adopt the District’s policy and Resolution 2020-08 about the District’s mission critical work. Manager Ziegler seconded the motion. Attorney Smith said his firm has drafted a letter that many of his firm’s clients have adopted and sent to contractors to make a record that the contractors are willingly wanting to perform such work and believe they can do it safely, so it is clear that the contractors have given this due consideration. The Board agreed and directed staff to prepare and distribute such a letter on behalf of the District.

Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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## 10. Discussion Items

### a. Administrator Report

#### i. **Minnesota Governor's Order**

Administrator Bleser reported on the staff's adoption of work processes in response to the Governor's Order.

#### ii. **Lower Riley Creek Stabilization/ Restoration Update**

Administrator Bleser reported on the Lower Riley Creek Stabilization/ Restoration Project, displaying before and after photos and summarizing the project and work completed. She said the work is 90% complete. Engineer Sobiech added that he believes the WOMP station will be a great way to benchmark results from this project.

#### iii. **Duck Lake Road Reconstruction**

Engineer Sobiech updated the Board on project changes that have transpired since project conception last spring. Engineer Sobiech displayed a layout of the concept plan. He provided a summary of the project's 2019 Rule Compliance and summarized the six variance requests. Engineer Sobiech pointed out that the impacts of the proposed culvert replacement/ upsizing are unknown at this time. He highlighted design options for discussion, specifically the decision about the box culvert or the bridge. Administrator Bleser stated the bridge cost would be approximately \$2 million dollars plus work costs, and she noted the City of Eden Prairie is in favor of the bridge option and would like the District to partner.

Administrator Bleser presented next steps. She said the District should to consider if it is interested in partnering on the bridge option. She reported the City of Eden Prairie is seeking \$1.5 million in partner funds from the District and the City is offering to contribute \$750,000.

Administrator Bleser said if the District is interested in partnering on the bridge option, she recommends the District hold a public informational meeting to collect input from stakeholders. She said if the District isn't interested in pursuing the bridge option, she recommends the District consider investigating wetland restoration options.

President Ward said this is an informational update but since the City of Eden Prairie is asking the District to consider partnering on the bridge, the Board should take the step of gathering stakeholder input through a public informational meeting. The Board indicated consent. President Ward said it seems the District would want to hold the stakeholder meeting at a time in which an in-person meeting could be conducted. Administrator Bleser said she would report this update to the City of Eden Prairie.

#### iv. **Journal of Votes**

Manager Ziegler moved to accept the legal opinion presented . Manager Pedersen seconded the vote. Upon a roll call vote, the motion carried 4-1, as follows:

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<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	No
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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### **b. Legal Report**

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Attorney Smith reminded the Board it directed Legal Counsel to prepare a request for an advisory opinion from the State Department of Administration about whether there is a requirement in addition to the District's minutes that there is a separate journal of votes. He reported Legal Counsel prepared that request and, as a courtesy, checked with the City Attorney for the City of Chanhassen, the City Attorney for the City of Minnetonka, and the Hennepin County Attorney, who advises the Hennepin County Board of Commissioners. Attorney Smith shared the feedback he received from those sources. He said Roger Knutson, the head of Campbell Knutson law firm, which represents many cities in the metro area, had a strong feeling that minutes meet that general requirement and had never heard of any cities that keeps a separate journal of votes and he felt it was not required or necessary. Attorney Smith reported additional feedback, and it aligned with the same view as Roger Knutson's. He reported that Beth Stack, head of the Civil Division of Hennepin County Attorney's office, held the same view in terms of the legal requirement, and she asked the District to consider deferring a request to the state given the COVID-19 and other current issues facing the Department of Administration as it might not be the best time for careful consideration of the issue. Attorney Smith said he has the Board's direction regarding sending the letter, and he can send the letter if that is still the action the District wants to pursue, but he wanted to first report this information to the Board.

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Manager Koch commented that he doesn't see a reason why the Department of Administration wouldn't give due consideration to any type of a requirement. He said he would like to see a copy of Attorney Smith's letter before it goes out.

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President Ward said he thinks the Board should listen to the feedback from the resources Legal Counsel contacted, and it appears that no one is saying there is a legal requirement and it sounds like on one else is keep a separate journal of votes. Manager Koch remarked that whether anyone else is doing something is irrelevant. He said maybe MAWD could get the statute clarified.

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Manager Crafton said she is hearing consensus that the votes are being documented already in the minutes, so she doesn't see a reason to pursue this issue further. Managers Pedersen and Ziegler agreed with Manager Crafton's comment.

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Manager Ziegler moved to accept the legal opinion presented and to not send the letter to the state. Manager Pedersen seconded the motion.

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Upon a roll call vote, the motion carried 4-1, as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	No
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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### 11. Upcoming Board Topics

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President Ward noted that upcoming Board topics are listed on the agenda and include Pleasant View Road Drainage Improvement Cost-Share Public Hearing and the Audit Presentation. Administrator Bleser said the Public Hearing for the Pleasant View Road Drainage Improvement Cost-Share would be held at the Board’s May 6 meeting. President Ward asked Administrator Bleser to find out from the auditor when the audit will be complete and then the Board can discuss scheduling the audit presentation.

### 12. Upcoming Events

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- Citizen Advisory Committee Meeting, April 20, 2020, 6:00 p.m., Zoom meeting. Details on RPBCWD website.
- Board of Managers Meeting, May 6, 2020, 7:00 p.m., Zoom meeting. Details on RPBCWD website.

### 13. Closed Session – Contract with Human Resources Consultant not to Exceed \$5,000

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Mr. Smith recommended that the Board adopt a motion to go into a closed session for the purpose of continued discussion of the performance evaluation of the Administrator. Manager Ziegler moved to go into closed session for this purpose. Manager Pedersen seconded the motion. Manager Koch suggested the matter be laid over to a future meeting. Manager Crafton said she felt it was urgent to proceed.

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Upon a roll call vote, the motion carried 4-1 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	No
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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Whereupon, the Board of Managers went into closed session at 11:10 p.m..

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Following the closed session, the Board of managers returned to open session. Manager Pedersen moved to authorize the hiring of Barbara Strandell for human resources consulting services in an amount not to exceed \$5,000. Manager Crafton seconded the motion. Mr. Smith suggested the motion provide for a professional services agreement prepared with advice of legal counsel, and that the agreement include the basis for compensation in the event of early termination, such as an hourly rate. Manager Koch moved to amend the motion to add this provision described by Mr. Smith, and further that the Board of Managers be substituted for the Personnel Committee as the point of contact for the consultant. The motion failed for lack of a second.

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Manager Pedersen moved to amend the motion to add the provision for a professional services agreement prepared with advice of legal counsel, and that the agreement include the basis for compensation in the event of early termination, such as an hourly rate. Manager Crafton seconded the motion. Upon roll call vote, the motion to adopt this amendment carried 4-1 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	No
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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President Ward asked for a roll call vote on the amended motion. Manager Koch stated that he objected to the process for searching for and retaining the consultant, and he felt that several details had not been addressed. Upon roll call vote, the motion to adopt this amendment carried 4-1 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	No
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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#### 14. Adjournment

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Manager Pedersen moved to adjourn the meeting. Manager Crafton seconded the motion. Upon a roll call vote, the motion carried 5-0 as follows:

<i>Manager</i>	<i>Action</i>
Crafton	Aye
Koch	Aye
Pedersen	Aye
Ward	Aye
Ziegler	Aye

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The meeting adjourned at 11:25 p.m.

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Respectfully submitted,

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David Ziegler, Secretary

**DRAFT Minutes: Monday, April 20, 2020**  
**RPBCWD Citizen’s Advisory Committee Monthly Meeting**  
**Location: VIRTUAL VIA ZOOM OR TELEPHONE**

**CAC Members** *(By each name, put a P=Present, E=Excused, not present but with notification or A=Absent with no notification)*

Jim Boettcher	P	Barry Hofer	P	Sharon McCotter	P	Marilynn Torkelson	P
Kim Behrens	P	Peter Iverson	E	Jan Neville	P	Lori Tritz	P
Michelle Frost	P	Terry Jorgenson	P	Vanessa Nordstrom	A		
Heidi Groven	A	Matt Lindon	P	Joan Palmquist	P		

Claire Bleser	RPBCWD Administrator	P
B Lauer	RPBCWD staff	P
President Ward	Board of Managers	P

**Key MOTIONS for the Board of Managers:** The CAC passed a motion to encourage the watershed staff to develop and post educational videos, including the upcoming Education Series Webinars, if feasible. The videos would be available for viewing by CAC members and the general public. Marilynn made the motion, Jan seconded. The motion carried.

**Key CONSENSUS ITEMS:** None

**Key discussion items:**

1. The CAC discussed ways they can continue to assist the RPBCWD during the COVID19 crisis.

**I. Opening**

- A. Call CAC meeting to Order:** President Lori Tritz called the meeting to order at 6:03pm.
- B. Attendance:** As noted above.
- C. Matters of general public interest:** None
- D. Approval of Agenda:** Sharon moved and Jim seconded to approve the agenda. Motion carried.
- E. Approval of March 16, 2020 CAC Meeting Minutes:** Jan moved and Sharon seconded to approve the minutes as amended. Motion carried.

**II. Learning Presentation:** Healthy Soil (Lori) Lori gave a thorough presentation on the causes of soil degradation and the resulting water quality problems. She also outlined how restoring healthy soil reduces water pollution and erosion while increasing water retention, benefiting soil microbial life and sequestering carbon. Claire commented that the education series planned for this summer, includes one on soil health that will be presented by a U of MN faculty member and another presentation on economy of ecosystem services. Claire also noted that the district now has less than 2% agriculture lands, the remainder being urban or suburban environment. Claire also noted that there are now requirements to reduce compaction from heavy equipment after a construction project.

**III. Program and Project Updates:**

- A. High level recap from April board of managers meeting (Sharon)**

- a) There were two public hearings: The 1<sup>st</sup> public hearing was on the Middle Riley Creek Restoration Project. The watershed is working with BearPath to slow down the creek and remenader it. Initially two managers voted against the proposal due to the extent of impact. After clarification by Claire, when voting occurred later in the meeting, the vote passed 4-1. The 2<sup>nd</sup> public hearing was on the Pioneer Trail Restoration. The neighboring residents have indicated that the hydrology has changed. Terry will have face to face meeting post lockdown with residents to learn more. The less expensive option for restoration was chosen by the BOM. It will have less habitat diversity since there will be no deep excavation to form pond.
- b) The Lower Riley Creek Restoration project is 90% complete.
- c) Scott Sobiech recommended a completion date of not later than October 15th for the rain gardens on Duck Lake project. (Claire, did you offer this info? I don't recall it.) Scott presented several options for stabilizing and improving the roadway connecting two parts of Duck Lake. Post lockdown, there will be a public gathering to get more feedback due to the significant cost and offerings available.

B. **Covid19 update:** Board defined essential services. Claire will be going in to check on mail and offices. Riley Creek survey work to be completed to stay with timeline. They are ordering masks for staff. E&O- B, Maya and Amy are developing virtual presentations.

C. **Specific program/project updates from April Board meeting (Claire)**

- a) **Duck Lake Subwatershed Projects (Claire)** Reengaging with residents for update. Twelve planters were ordered (10 by contracts plus a couple of extra in case there is further demand) to arrive and will be installed end of May or early June. Rain Gardens also to be installed in late May or early June. One rain garden site will also have pervious paver driveway installed since they have exceptional drainage at their property.
- b) **St. Hubert's (Claire)** Claire to meet with them next week to reengage regarding their habitat restoration, tree trenches, capture and reuse projects expected to be implemented next year. Currently in design phase.
- c) **Alum for Lake Riley (Claire)** Second dose to happen in May to prevent excess phosphorus from being released from sediment bottom. Invasive curly-leaf pondweed treatment will happen concurrently. Iron filing treatments can be applied in winter and are also used to treat excess phosphorus in the sediment.
- d) **Middle Riley Restoration (Claire)** While Bearpath Golf Course is a private company, it is within a residential community that includes 300 residences + 190 members that live outside Bearpath. They also host charity events bringing the total community involvement to about 5,000 residents and visitors per year. Project is in design phase currently. Implementation will be the fall and winter of this year.
- e) **Wetlands at Pioneer Trail (Claire)** See update in item A.
- f) **Staring Lake Outdoor Center/Capture and Reuse (Claire)** On hold due to the Covid19 slowdown. Waiting for update from city of Eden Prairie.
- g) **Education Series (Claire)** Dates have not been set yet. They will be held as Webinar. Lori asked about a You Tube channel to post the webinars and Matt supported the option to post various training videos. After discussion, the CAC passed a motion to encourage the watershed staff to develop and post educational videos, including the upcoming Education Series Webinars, if feasible. The videos would be available for viewing by CAC members and the general public. Marilynn made the motion, Jan seconded. The motion carried.
- h) **Preserve Update** Jan asked for an update on the Preserve Home Owners Association project in Eden Prairie. There have been 3 applications submitted for Cost Share Stewardship grants from the Preserve. Wetland site visit to occur this growing season. Green Roof had been proposed but is not an option because of concern over structural integrity of the roof, so a capture and reuse project is being planned instead. They've also

requested an education series. WD waiting for in person events. Claire reported that they thought they had an invasive curly-leaf pondweed problem on Neil Lake but Claire identified the plant as native coontail which can be aggressive and detrimental to boat launches but is not technically an invasive. The DNR requires a permit to apply herbicide and then only for very specific sites such as around boat launch.

- D. **Groundwater Conservation Program** (B) 5 grant agreements sent out to 5 cities to run rebate programs. First meeting with education collaborative took place-taking a different direction because of COVID19. Gallons of water saved will be tracked. It is the hope that smart controllers and meters will prevent automatic every other day watering whether it needs or not. Cities are looking to revise ordinances because of new smart technologies. Matt wonders if we're tracking How many people get the sensor but didn't implement and if so, why? B said they would look into follow up.
- E. **Watershed Stewardship Grants** (B) 30 site visit requests have been received. Applications are being received. 6 projects to be reviewed at the next meeting of the Water Stewardship Grant Committee meeting, held the last Wednesday of each month. Marilyn and Heidi have been working with B to finalize criteria for the scoring sheets to standardize the evaluation process.
- F. **Silver Lake Green Fair** interactions will take place virtually. The watershed will be giving away 150 tree seedlings including river birch, red-osier dogwood, staghorn sumac, and swamp white oak. The seedlings will be put around the WD office in containers filled with 18000 pounds of pea gravel and given to Silver Lake subwatershed residents to promote the benefits of trees for water. Minnesota Green Corp member is working on this.

#### IV. Topics and Discussion

- A. How can the CAC continue providing value during the pandemic? Maya's handout on 5 ways to protect water quality while protecting yourself is on FB. Invasive plant removal is another way to help restore ecosystem function. Ways to identify garlic mustard were discussed. Claire asked that CAC members be the district's eyes and ears while out and about. Report anything interesting, unusual or problematic. Send photos with name and location. B made a folder in Google Drive where we can drop in photos. Example Claire would like Selfie of person pulling garlic mustard. Claire also asked that we walk the Purgatory Park berm in Eden Prairie and watch for carp congregating at the breach. Let Claire know immediately as they have developed a very successful method of shock and removal to control carp populations.
- B. Are there subcommittees that are actively involved with something now that could use additional hands/eyes for those initiatives? i.e. proof reading the rain garden maintenance book for Duck Lake?

#### V. Subcommittee Reports:

##### A. Education and Outreach:

1. Lori's presentation to the Rotary Club on Top 5 Actions for Water Sustainability went well. She will follow up with an email
2. Two more presentations are scheduled at the Preserve:
  - Landscaping for Water Quality June 11
  - Top 5 Actions for Water Sustainability on July 9.

As always, please refer opportunities for the Speaker's Bureau presentations throughout the community.

##### B. Lakes and Streams: Matt posted the subcommittee charter for this year which include goals to:

1. Grow citizen involvement and education by updating water quality information sharing.
2. Improve information availability by drafting an interactive water information webpage.
3. Work on improving sharing information sharing

Matt gave an update regarding chloride and presented a chart of increased chloride over time in groundwater and lakes.

- C. **Stormwater:** waiting for City of Chanhassen to reopen for in person meeting with Jill Sinclair and new water resources person
- D. **Landscaping for Water:** A draft of Rain Garden Owner's manual has been uploaded to the CAC Google Drive for review. WD staff will be making further additions. Matt asked about mapping WD projects. WD has mapped rain gardens and Capital Improvement Projects in GoogleMaps. They are in the process of relocating these to our GIS database.
- E. **Youth Engagement in CAC:** Look for update next month

**VI. Upcoming Events**

- A. RPBCWD Board of Managers meeting May 6, 2020 at 7pm 18681 Lake Drive East -Barry to attend as CAC representative.
- B. RPBCWD CAC meeting May 18, 2020 at 6:00 pm, 18681 Lake Drive East
- C. North American Lake Management Symposium November 16-20 in Minneapolis. There will be diverse selection of training workshops.

**VIII. Adjourn CAC meeting:** Sharon moved & Matt seconded a motion to adjourn. Motion carried. Meeting adjourned at 8:44 pm.

## RPBCWD March Staff Report

Administration		Staff update	Partners
<b>Accounting and Audit</b>	Coordinate with Accountants for the development of financial reports. Coordinate with the Auditor. Continue to work with the Treasurer to maximize on fund investments.	Administrator Bleser continued to process financials and answered questions from the Auditor.	
<b>Annual Report</b>	Compile, finalize and submit an annual report to agencies	Draft Annual report is included in your packet.	
<b>Internal Policies</b>	Work with Governance Manual and Personnel Committees to review bylaws and manuals as necessary		
<b>Advisory Committees</b>	Engage with the Technical Advisory Committee on water conservation, chloride management and emerging topics Engage with the Citizen Advisory Committee on water conservation, annual budget and emerging topics. Facilitate recruitment of CAC members for 2019.	<i>The CAC met for their regular meeting on April 20th via Zoom video conference. Draft minutes are included in the Board Packet. A learning presentation about soil health was given by CAC President Lori Tritz. Administrator Bleser offered an update about the District's response to Covid-19. Administrator Bleser and Staff Lauer also offered updates regarding Duck Lake, St. Hubert's, the alum treatment on Lake Riley, middle Riley Creek restoration, Wetlands at Pioneer Trail, Staring Lake Outdoor Center capture and reuse, the Summer education series, The Preserve Association projects, Groundwater Conservation, Watershed Stewardship program, and Silver Lake Green Fair. Staff also helped CAC members brainstorm ways to stay active and involved during Covid-19.</i>	

<b>MAWD</b>		Canceled: Legislative Days are March 18-19, 2020	
<b>Membership</b>		No new updates.	
<b>District-Wide</b>			
<b>Regulatory Program</b>	<p>Review regulatory program to maximize efficiency.</p> <p>Engage Technical Advisory Committee and Citizen Advisory Committee on possible rule changes.</p> <p>Implement regulatory program.</p>	<p><i>Ten (10) permit applications have been received since the March meeting.</i></p> <p><i>In addition to the new application, three (3) other permit applications are currently under review; the extension of a trail along TH 5, three single family residences, and a parking lot modification at a property in Chanhassen.</i></p> <p><i>Staff Jeffery went and visited all open corrective action sites on Friday, April 24 and has followed up with report memorandi to all that have not addressed their corrective actions. Several of these sites are requesting closeout so the release of their financial assurances will be contingent upon completion of punch list items including corrective actions.</i></p> <p><i>Staff Jeffery is developing a graduated system of infraction. The current system is a binary approach that can misrepresent the egregiousness of a violation. For instance, a site missing 10 feet of perimeter control at the back of curb will appear to be as non-compliant as a site that has no inlet control, tracking of sediment on a street and a release into a wetland. Among the corrective action sites, the majority fit into the former, not the later. That is to say, that although the sediment control measures need addressing, the sites posed no imminent threat to water resources.</i></p> <p><i>Houston Engineering (HEI) has begun constructing and populating the database.</i></p>	

		<p><i>Staff Jeffery worked with HEI to get them access to the RPBCWD ArcGIS Online account to begin building collector apps to be used for construction site inspections.</i></p>	
<p><b>Aquatic Invasive Species</b></p>	<p>Review AIS monitoring program          Develop and implement Rapid Response Plan as appropriate          Coordinate with LGUs and keep stakeholders aware of AIS management activities.          Manage and maintain the aeration system on Rice Marsh Lake as per the Riley Chain of Lakes Carp Management Plan.          Review AIS inspection program.          Keep abreast in technology and research in AIS.          Zebra mussel veliger testing.</p>	<p><i>The barrier between the rec area and Staring Lake is not in use this year due to Covid-19 and the City operating at low staff levels. As of the end of April staff have been monitoring temps and the berm site. No fish have been seen congregating, but temps have increased to above 10C (16C) so fish should be moving shortly.</i></p> <p><i>Bleser spoke to both Carver County and City of Eden Prairie in regards to expectation of inspection for 2020 season amid Covid 19. Both are proceeding with inspection with the exception that both are on hold until DNR is able to do trainings. Both entities are hoping that past trained inspectors can be waved of that requirement in order to begin inspection season. The CD3 unit on Lake Riley should be soon operational.</i></p>	<p>City of Chanhassen          City of Eden Prairie          University of Minnesota          MN DNR          Carver County</p>
<p><b>Cost-Share</b></p>	<p>Review program to determine efficiencies and needs.          Recommend modification as necessary.          Review applications and recommend implementation.</p>	<p><i>The District has received a total of 33 site visit requests this spring. Staff Lauer has contacted all requestees to inform them of the District's postponement of site visits due to Covid-19. With the assistance of the Watershed Stewardship review committee, updated scoring sheets were finalized.</i></p> <p><i>The Watershed Stewardship Grant review committee met virtually and reviewed six applications on</i></p>	<p>Carver County Soil and Water Conservation District</p>

		<p><i>4/29. Three applications were residential, three were from a Homeowner's Association.</i></p> <p><i>The District also received an application from the City of Chanhassen. A public hearing will be held at the May Board meeting. The grant will be presented to the Board for a decision at that time.</i></p>	
<b>Data Collection</b>	<p>Continue Data Collection at permanent sites.</p> <p>Identify monitoring sites to assess future project sites.</p>	<p><i>WOMP stations: water collection halted until further notice. Working with MET Council to set up Survey123 for WOMP data collection.</i></p> <p><i>Rice Marsh aeration: turned off unit for summer. Unit appeared to work well all season. Will clean before next year's operation.</i></p> <p><i>Staff continued prepping field equipment for the 2020 season.</i></p> <p><i>Staff began deploying pond monitoring stations for the second year of the stormwater monitoring project.</i></p> <p><i>Lake level sensors were deployed in early April. Five of these sensors were EnviroDIY units. Staff also deployed a unit on Lake McCoy near Staring Lake. This is the first time a unit has been placed there.</i></p> <p><i>Updated trap net/spring removal/electrofishing fish database.</i></p> <p><i>Created Covid-19 safe data collection sampling procedures document for summer staff.</i></p> <p><i>Staff met with Limnotech to add 4G radios to some of the units and discussed improving the EnviroDIY units. Staff have made modifications to the EnviroDIY pond units for more accurate and precise readings. Staff began deploying the units this month.</i></p>	<p>Metropolitan Council</p> <p>City of Eden Prairie</p> <p>University of MN</p> <p>City of Chanhassen</p> <p>MNDNR</p> <p>City of Minnetonka</p> <p>City of Bloomington</p>

		<i>Staff will meet with Limnotech this month to finalize units before deployment.</i>	
<b>District Hydrology and Hydraulics Model</b>	<p>Coordinate maintenance of Hydrology and Hydraulics Model.</p> <p>Coordinate model update with LGUs if additional information is collected.</p> <p>Partner and implement with the City of Bloomington on Flood Evaluation and Water Quality Feasibility.</p>	No new updates	<p>City of Bloomington</p> <p>City of Minnetonka</p> <p>City of Eden Prairie</p> <p>City of Deephaven</p> <p>City of Shorewood.</p>
<b>Education and Outreach</b>	<p>Implement Education &amp; Outreach Plan, review at year end.</p> <p>Manage partnership activities with other organizations.</p> <p>Coordinate Public Engagement with District projects.</p>	<p><i>The District hosted a “Smart Salting Level 2” online training for salt applicators on Thursday, April 30th.</i></p> <p><i>Staff are preparing for another season of the Adopt-a-dock volunteer monitoring program, and will work with lakeshore residents</i></p> <p><i>The District will host a webinar on Soil Health and water quality on Thursday, May 14th at 7pm.</i></p> <p><i>The District will work with partners to host a webinar on Sustainable Lawns on May 28th.</i></p> <p>Staff continue to plan, create, and distribute a series of virtual lessons and activities, so that the youth program can continue to support the work of educators. Activities will be designed to help youth understand local waterways and processes, and to encourage stewardship of natural resources.</p> <p>Educator mini-grants and action grants are still open and accepting digital applications.</p> <p>Community members continue to sign up to adopt storm drains and keep them clear of leaves, dirt, and other debris through the Adopt-a-drain.org partnership.</p>	<p>SUstainable Lawns Webinar: Nine Mile Creek WD, Carver County WMO, City of Bloomington</p> <p>Adopt a drain: City of Eden Prairie, City of Minnetonka, City of Bloomington, Hamline University, Nine Mile Creek Watershed District</p> <p>Service learner: University of Minnesota</p>

		Service Learner: A volunteer from the University of Minnesota has begun working with Education and Outreach staff a few hours a week to assist with writing projects and materials development.	
<b>MN GreenCorps Update</b>		<p><i>Member Bakkum coordinated the purchase, delivery, and installation of 15 galvanized steel planters at the district office which house 9 tons of gravel and 125 bare root trees. These trees will be watered via a soaker hose system and given to residents in the fall for planting. Member Bakkum is designing and developing coordinating signage for the gravel beds.</i></p> <p><i>In lieu of a community fair, Member Bakkum is creating printed materials to be sent to Silver Lake sub-watershed residents which will advertise the bare root trees available for reservation, highlight the cost-share program, and invite residents to sign up for the Adopt-A-Drain program.</i></p> <p><i>Member Bakkum continues to support the Hennepin County Chloride Initiative.</i></p>	MPCA
<b>Groundwater Conservation</b>	<p>Work with other LGUs to monitor assess and identify gaps.</p> <p>Engage with the Technical Advisory Committee to identify potential projects.</p> <p>Develop a water conservation program (look at Woodbury model)</p>	<p><i>Staff Lauer convened the first meeting of the Groundwater Conservation Education Collaborative. Representatives from Bloomington, Minnetonka, Shorewood, and Chanhassen were present. We discussed options for educational materials and trainings that could be coordinated so as to maximize collective impact. We also discussed how to be effective in the time of Covid-19.</i></p>	<p>Metropolitan Council</p> <p>City of Eden Prairie</p> <p>City of Shorewood</p> <p>City of Bloomington</p> <p>City of Minnetonka</p> <p>City of Chanhassen</p>

		<p><i>The District has sent five grant agreements to cities for review and signature.</i></p> <p><i>Staff Lauer and Administrator Bleser have begun discussions with the City of Minnetonka regarding cellular water meters.</i></p>	
<b>Lake Vegetation Management</b>	<p>Work with the University of Minnesota or Aquatic Plant Biologist, Cities of Chanhassen and Eden Prairie, lake association, and residents as well as the Minnesota Department of Natural Resources on potential treatment. Implement herbicide treatment as needed.</p> <p>Secure DNR permits and contracts with herbicide applicator.</p> <p>Lakes the District is monitoring for treatment include: Lake Susan, Lake Riley, Lotus Lake, Mitchell Lake, Red Rock Lake and Staring Lake.</p> <p>Work with Three Rivers Park District for Hyland Lake</p>	<p>Survey were performed on Lotus Lake, Lake Riley, Red Rock, Mitchell and Staring Lakes. Herbicide treatments were identified for Lake Riley, Red Rock and Mitchell Lake. Bleser applied for Herbicide treatment and is coordinating with applicator. Postcards were sent to shoreline homeowners on April 30. Anticipated treatment dates are May 7th and 8th.</p> <p>Staff will be performing a recheck on Lotus as at the time of survey plant growth was not visualized.</p>	<p>City of Eden Prairie City of Chanhassen University of Minnesota MNDNR</p>
<b>Opportunity Projects</b>	<p>Assess potential projects as they are presented to the District</p>	<p>Administrator Bleser and Staff Lauer are looking at the possibility of a capture and reuse system at the Preserve Association.</p>	
<b>Total Maximum Daily Load</b>	<p>Continue working with Minnesota Pollution Control Agency on the Watershed Restoration And Protection Strategies (WRAPS). Engage the Technical Advisory Committee.</p>	<p>No new updates</p>	<p>MPCA</p>
<b>Repair and Maintenance Grant</b>	<p>Develop and formalize grant program.</p>	<p>No new update.</p>	

<b>University of Minnesota</b>	Review and monitor progress on University of Minnesota grant. Support Dr John Gulliver and Dr Ray Newman research and coordinate with local partners. Keep the manager abreast to progress in the research. Identify next management steps.	No new updates	Stormwater ponds partners: Bloomington, Chanhassen, Eden Prairie, Minnetonka, Shorewood, and Limnotech. Plant Management: Chanhassen Eden Prairie
<b>Watershed Plan</b>	Review and identify needs for amendments.	No new updates.	
<b>Wetland Conservation Act (WCA)</b>	Administer WCA within the Cities of Shorewood and Deephaven. Represent the District on Technical Evaluation Panel throughout the District	No WCA applications have been received in Deephaven. No WCA applications have been received in Shorewood.	City of Shorewood City of Deephaven City of Chanhassen City of Eden Prairie MCWD BWSR DNR ACOE
<b>Wetland Management</b>	Assess known existing wetlands, identify previously unknown wetlands, and identify potential restoration and rehabilitate wetlands and wetland requiring additional protection.	<i>Postcards were mailed to the next review area. This includes Eden Prairie from T.H. 5 to the southern district boundary and from the western city limits to Eden Prairie Road. Barr Engineering is working on updating the MNRAM version for Microsoft Access. Upon completion, data will need to be migrated from the Excel version into the Access version. Staff Jeffery and Staff Dickhausen are performing desktop assessments of MNRAM areas.</i>	City of Chanhassen City of Eden Prairie Hennepin County Carver County MNDNR BWSR

<b>Hennepin County Chloride Initiative</b>	Phase 1: Develop a plan to target commercial and association-based sources or chloride pollution - businesses, malls, HOAs, property management companies and the private applicators that they hire. We will hire a consultant to facilitate focus groups with private applicators, as well as those that execute contracts with private applicators. These focus groups will help identify needs and barriers for our target audience. The consultant will compile information into a plan for implementation.	Met with Research Assistant Kreiter to discuss white paper and next steps. District hopes to finalize findings early this summer.	
<b>Lower Minnesota Chloride Cost-Share Program</b>	The Lower Minnesota River Watersheds are coming together to offer cost-share grants.	Draft grant agreements were sent to partner to review. A zoom meeting will be shortly scheduled to finalize eligibility requirements.	
<b>Bluff Creek One Water</b>			
<b>Bluff Creek Tributary Restoration</b>	Implement and finalize restoration. Monitor Project.	Contractor is working on plantings and erosion control.	City of Chanhassen
<b>Wetland Restoration at 101</b>	Remove 3 properties from flood zone, restore a minimum 7 acres and as many as 16 acres of wetlands, connect public with resources, reduction of volume, rate, pollution loads to Bluff Creek	<i>The transfer of the property at 730 Pioneer Trail is being completed. The City is working with the MN OMB to satisfy their concerns. Staff Jeffery and Staff Dickhausen will delineate and survey the properties as soon as conditions are appropriate. Staff Jeffery and Engineer Sobeich met with other design team members to ascertain approaches</i>	City of Chanhassen MN DNR

		<i>to restoration that could address the concerns expressed by the Managers.</i>	
<b>Riley Creek One Water</b>			
<b>Lake Riley Alum</b>	Continuing to monitor the Lake.	Bids were open and award memo included board packet.	
<b>Lake Susan Improvement Phase 2</b>	Complete final site stabilization and spring start up. Finalize and implement E and O for the project. Monitor project.	The city is not ready to start it up just yet.	City of Chanhassen Clean Water Legacy Amendment
<b>Lake Susan Spent Lime</b>	2020 startup and monitoring.	<i>The Lake Susan Spent Lime Treatment System modifications have been completed. Worked with ISCO to set up modem for the spent Lime ISCO units before deployment. Monitoring equipment installation and startup of the system will hopefully occur early this month.</i>	City of Chanhassen
<b>Lower Riley Creek Stabilization</b>	Coordinate agreement and acquire easements if needed for the restoration of Lower Riley Creek reach D3 and E. Implement Project. Continue Public Engagement for project and develop signage of restoration.	<i>Rachel Contracting completed its work on Lower Riley and the water pump was removed last month. Staff placed restoration signs at obvious locations along the project to reduce the potential of someone tampering with the various project elements before vegetation is allowed to establish.</i>	City of Eden Prairie Lower MN River Watershed District
<b>Rice Marsh Lake Alum Treatment</b>	Continuing to monitor the Lake.	No new updates.	City of Eden Prairie City of Chanhassen
<b>Rice Marsh Lake Watershed Load Project 1</b>	Conduct feasibility. Develop cooperative agreement with City of Chanhassen	<i>The feasibility study for the area has been completed in its initial draft form. Staff Jeffery provided comments to Engineer Sobeich which are being incorporated. Staff Jeffery reached out to Chanhassen staff apprising them of our progress and suggesting meeting dates and</i>	City of Chanhassen

		<i>times. Staff Jeffery and Engineer Sobeich are looking to meet with the City, incorporate their thoughts into the feasibility report, and report to the Managers at the June meeting.</i>	
<b>Upper Riley Creek</b>	<p>Work with City to develop scope of work (in addition to stabilizing the creek can we mitigate for climate change)</p> <p>Conduct feasibility</p> <p>Develop cooperative agreement with the City of Chanhassen</p> <p>Order Project</p> <p>Start design</p>	Project was put on hold during stay at home. Staff anticipates a kick-off virtual meeting to start it off next month.	City of Chanhassen
<b>Purgatory Creek One Water</b>			
<b>PCRA Berm</b>		Wenck is working on design and working with BARR on hydrology of that area.	City of Eden Prairie
<b>Duck Lake Water Quality Project</b>	<p>Work with the City to implement neighborhood BMP.</p> <p>Identify neighborhood BMP to help improve water resources to Duck Lake.</p> <p>Implement neighborhood BMPs.</p>	Staff will be checking in with Duck Lake participants in May.	City of Eden Prairie
<b>Lotus Lake – Internal Load Control</b>	Monitor treatment and plant populations.	No new updates	
<b>Scenic Heights</b>	<p>Continue implementing restoration effort.</p> <p>Work with the City of Minnetonka and Minnetonka School District on Public Engagement for project as well as signage.</p>	District is coordinating with school and City for the restoration.	<p>Minnetonka Public School District</p> <p>City of Minnetonka</p> <p>Hennepin County</p>

<b>Silver Lake Restoration</b>	Order project Design Project Work with the City of Chanhassen for Design, cooperative agreement and implementation	Legal is reviewing cooperative agreement.	City of Chanhassen
<b>Professional Development</b>			
	<p><i>On March 26<sup>th</sup> and 27<sup>th</sup>, RPBCWD Administrator Bleser, staff Swope and Lauer, and MN GreenCorps Member Bakkum attended Science Talk 2020, an annual national conference about science communication. This virtual event had the theme of "Building Bridges". The two day event focused on best practices for communicating current science to the general public, building science literacy, and attitudes towards science and scientists. Key take-aways include using branding and marketing strategies to connect with the public, the importance of empathy in communication, and strategies for communicating science in the time of covid-19. Staff is taking these lessons learned and incorporating it in our communications program.</i></p>		

## Memorandum

**To:** Riley-Purgatory-Bluff Creek Watershed District Board of Managers and District Administrator  
**From:** Barr Engineering Co.  
**Subject:** Engineer's Report Summarizing April 2020 Activities for May 6, 2020, Board Meeting  
**Date:** April 30, 2020

The purpose of this memorandum is to provide the Riley-Purgatory-Bluff Creek Watershed District (RPBCWD) Board of Managers and the District Administrator with a summary of the activities performed by Barr Engineering Co., serving in the role of District Engineer, during April 2020.

### General Services

- a. Participated in a virtual meeting with Administrator Bleser and staff on April 9<sup>th</sup> to discuss developing a soil boring inventory based on permit data. The inventory database will be useful in determining soil types and surficial groundwater elevations to aid in future planning, study and design efforts.
- b. Participated in a April 7<sup>th</sup> virtual meeting with Administrator Bleser, Watershed Planning Coordinator Jeffery, and Barr's wetland scientists and ecologists to discuss the Pioneer Wetland restoration project. Discussion focused on potential revisions during final design to increase flood storage, develop diverse vegetation growth, and minimize cattail intrusion, which will require ongoing management efforts. Also discussed project timing and RPBCWD surveying and wetland delineation efforts.
- c. Assisted Administrator Bleser in refining a draft cooperative agreement for the Silver Lake water quality improvement project.
- d. Compiled flood levels within the Purgatory Creek Park area for various storm events as well as photos and as-built drawings from Barr's project archives of the constructed berm overflow location and shared with Wenck.
- e. Participated in the April 27<sup>th</sup> Middle Riley Creek capital improvement project kick-off meeting. Topics discussed included timelines, site access, points of contact, coordination with Bearpath design efforts, and cooperative agreement.
- f. Participated in March 30<sup>th</sup> and April 16<sup>th</sup> virtual meetings with Administrator Bleser and the city of Eden Prairie to discuss the city's proposed Duck Lake Road project alternatives. Discussions focused on potential variance requests, revisions to hydrology, and planning for the City's May 6<sup>th</sup> Board presentation.
- g. Assisted staff by providing a technical review of the Pleasantview Road stewardship grant application materials.
- h. Began upgrading the Minnesota Routine Assessment Method (MNRAM) wetland assessment database for compatibility with Microsoft Office 365.
- i. Participated in the April 1<sup>st</sup> regular Board of Managers meeting.
- j. Prepared Engineer's Report for engineering services performed during April 2020.

- k. Miscellaneous discussions and coordination with Administrator Bleser about planning for CIP project budgets, wetland program, project staffing and upcoming Board meeting agenda.

### Permitting Program

- a. *Permit 2018-016: Avienda*: This project involves a mixed-use regional development in the southwest quadrant of the intersection of Lyman Boulevard and Powers Boulevard in Chanhassen Minnesota. Participated in a call with the applicant to go over 2020 rule revisions relative to the proposed modifications to the development design. Received a permit modification request on April 22<sup>nd</sup>.
- b. *Permit 2019-048 Central Middle School* – This project involves constructing building additions, reconfiguring parking lots and drives, and relocating the track at Central Middle School in Eden Prairie, MN. The project includes two stormwater infiltration basins and two underground infiltration systems for stormwater quantity, volume and quality control. This permit triggers RPBCWD's erosion and sediment control, wetland buffers, and stormwater management rules. Reviewed revised submittal information received Feb 21<sup>st</sup>, April 9<sup>th</sup>, and April 21<sup>st</sup>. The application was determined to be complete with the April 9<sup>th</sup> submittal. Several correspondences with applicant to clarify infiltration testing requirements. Developed permit review report for consideration at the May 6, 2020 regular meeting.
- c. *Permit 2020-003: Moments of Chanhassen* – This project consists of the construction of a 48-unit memory care residential facility located in Chanhassen, MN. The proposed development will include associated parking areas, utilities, grading, and a stormwater feature including a filtration basin. The proposed project triggers RPBCWD's erosion prevention and sediment control, waterbody crossings and structures, wetland and creek buffers, and stormwater management rules. Permit application was conditionally approved at the April 1, 2020 regular meeting if applicant revises stormwater management facility design to remove tire derived aggregate (TDA) application. If applicant utilizes TDA application in design, the application is not approved, and the timeline extended 60 days to allow applicant to provide further research findings concerning the water quality impacts of the proposed material. Other conditions of approval remain unfulfilled including infiltration testing at the proposed infiltration location. Reviewed American Society of Civil Engineers (ASCE) Water Quality Assessment Report sent by applicant April 2, 2020. Provided findings and feedback to applicant in evaluation of TDA report and MN Stormwater Manual suggestions for infiltration testing. Applicant is considering redesigning with materials other than TDA and waiting for infiltration testing information before moving forward.
- d. *Permit 2020-008 Eden Ridge* – This project proposes to subdivide existing properties located at 15807 and 15817 Valley View Road in Eden Prairie, MN into 10 residential lots with additional outlots for stormwater management. Proposed construction includes site grading, stormwater management improvements, construction of a cul-de-sac (Ridge Way Lane), and associated utilities. Stormwater management facilities include two infiltration basins to provide water quality treatment, volume abstraction and rate control for runoff. This permit triggers RPBCWD's erosion and sediment control, and stormwater management rules. Permit application was conditionally approved at April 1, 2020 regular meeting. Some conditions of approval remain unfulfilled.

- e. *Permit 2020-011 Minnetonka High School 2020 Parking Lot Addition* – This project involves construction of a new parking area, including new bituminous pavement, concrete curb and gutter, and storm sewer on the Minnetonka High School property in Minnetonka, MN. This project includes a subsurface stormwater management system to provide stormwater rate, volume and water quality control. This permit triggers RPBCWD's erosion and sediment control, wetland and creek buffers, and stormwater management rules. Preliminary permit submittal items were received March 23<sup>rd</sup>, March 24<sup>th</sup>, April 1<sup>st</sup>, April 9<sup>th</sup> and April 16<sup>th</sup>. The application was considered incomplete due to missing infiltration testing of the soils at the bottom of the proposed subsurface stormwater management facility. Completeness comments were sent to applicant April 14<sup>th</sup> and April 22<sup>nd</sup>, following review of revised submittals. Subsurface stormwater management system redesign was required to achieve District volume retention requirements based on measured infiltration capacity of onsite soils. Reviewed revised submittal items received April 28<sup>th</sup>, following stormwater management facility redesign and submittal of infiltration testing. Developed draft permit review report for consideration at the May 6, 2020 regular meeting.
- f. *Permit 2020-014 Johnson Shoreline* – This project involves construction activities to stabilize about 180 feet of Lotus Lake shoreline at 6665 Horseshoe Curve in Chanhassen. Because the proposed shoreline stabilization project involves work below the ordinary high water level of Lotus Lake and below the 100-year flood elevation of Lotus Lake, the project will need to confirm to RPBCWD's permit requirements for Rule B-Floodplain Management, Rule C-Erosion Prevention and Sediment Control and Rule F- Shoreline and Streambank Stabilization.. Reviewed the March 31<sup>st</sup> submittal and notified the applicant on April 10<sup>th</sup> that the submittal is incomplete because a) no information has been submitted to demonstrate how the proposed project complies with RPBCWD's floodplain management criteria in Rule B, b) an erosion control plan was not provided, c) no materials (e.g., site photos) were submitted to demonstrate a need to prevent erosion or restore an eroded shoreline (subsection 3.1 of Rule F) and d) the submittal did not include provide a site plan showing the proposed construction that is signed by a registered engineer or landscape architect as required by Rule F. Participated in two conference calls with the applicant to discuss shoreline erosion at the site, regulatory requirements, and permitting timeline.
- g. *Permit 2020-015 Vassallo Shoreline* – This project involves construction activities to stabilize about 75 feet of Lotus Lake shoreline at 6669 Horseshoe Curve in Chanhassen. Because the proposed shoreline stabilization project involves work below the ordinary high water level of Lotus Lake and below the 100-year flood elevation of Lotus Lake, the project will need to confirm to RPBCWD's permit requirements for Rule B-Floodplain Management, Rule C-Erosion Prevention and Sediment Control and Rule F- Shoreline and Streambank Stabilization.. Reviewed the April 6<sup>th</sup> submittal and notified the applicant on April 13<sup>th</sup> that the submittal is incomplete because a) no information has been submitted to demonstrate how the proposed project complies with RPBCWD's floodplain management criteria in Rule B, b) an erosion control plan was not provided, c) a shoreline erosion intensity worksheet to determine the appropriate stabilization method with respect to the anticipated erosion energy at the site was not provided and d) the submittal did not include provide a site plan showing the proposed construction certified by a registered engineer or landscape architect as required by Rule F. Participated in two conference calls with the applicant to discuss shoreline erosion at the site, regulatory requirements, and permitting timeline.

- h. Took part in a April 10<sup>th</sup> virtual meeting with Watershed Planning Coordinator Jeffery and Counsel Welch to discuss permit close-out requirements, revisions to permit form, status of DNR's General Permit with the District, and permit fee deposit tracking.
- i. Worked on finalizing materials for rule guidance materials, such as a guidance document, submission check list, and flow charts.
- j. Fielded miscellaneous calls from developer's engineers with questions about floodplain compensatory storage requirement, buffer criteria, shoreline stabilization requirements, and stormwater management criteria.
- k. Participated in April 30<sup>th</sup> virtual meeting with Administrator Bleser and Watershed Planning Coordinator Jeffery to discuss active permits, inspections, and financial assurances.
- l. Conducted erosion prevention and sediment control inspection on April 18-20<sup>th</sup> and provided a summary of sites with open corrective actions to Watershed Planning Manager Jeffery on April 22<sup>nd</sup>.
- m. Miscellaneous conversations with Watershed Planning Coordinator Jeffery and Administrator Bleser about technical questions on permit requirements for potential development and shoreline stabilization projects as well as renewal of the general permit with the MNDNR.

#### **Data Management/Sampling/Equipment Assistance**

- a. Verified and finalized 2019 data from Met Council in the database.
- b. Corrected 2019 pond surface sample depths in the database.
- c. Communicated with RPBCWD staff regarding the Metropolitan Council's WOMP survey in the field app.

#### **Repair and Maintenance**

Lake Susan spent lime filter modification

- a. Reviewed operations manual to program the automated water level control structure once Stay At Home order lifted.

#### **Task Order 6: WOMP Station Monitoring**

##### ***Purgatory Creek Monitoring Station at Pioneer Trail***

- a. Work with MCES and Barr staff to setup Survey123 for taking digital field notes.
- b. Attend MCES WOMP cooperator forum for 2020 monitoring season.
- c. Download and review data.
- d. Setup new datalogger file on additional computer for 2020 monitoring season.

##### ***Purgatory Creek Monitoring Station at Valley View Rd***

- a. Download and review data.
- b. Work with MCES staff on QA/QC lab data questions.

- c. Setup new datalogger file on additional computer for 2020 monitoring season.

#### **Task Order 14b: Lower Riley Creek Final Design**

- a. Processed Payment Application #4 with the contractor for project demobilization, installation of erosion control practices (periodic sweeping of the access roadways, seeding/erosion control blanket, sediment log, and construction entrance), payment for installation of in-stream features (rock riffles, rock/log step pools, VRSS lifts, cross vanes, and toe wood), installation of six inches of topsoil (imported), installation of the pre-fabricated pedestrian bridge and footings.
- b. Facilitated discussions regarding restoration of the Cedarcrest Access with the City and Contractor.
- c. Coordinated review of planting submittal with City of Eden Prairie and approved contractor submittal.
- d. Contractor has completed the majority of the project work. Remaining work items to be completed this spring include planting of trees and shrubs, restoration of the access routes, and installation of the District buffer markers.

#### **Task Order 21B: Bluff Creek Stabilization Project**

- a. Conducted construction observation in the field and construction administration with contractor to address the corrective work items identified on the punch list.
- b. As previously mentioned, final seeding, permanent erosion control features, and final plantings will be completed in the spring.

#### **Task Order 24B: Silver Lake Water Quality Improvement Project**

- a. Held internal kick-off meeting.
- b. Began compiling information (e.g., site survey, tree inventory, city survey information, etc.) to start development of construction drawings.

#### **Task Order 25: Duck Lake Water Quality Improvement Project**

- a. Barr sent Notice of Selection and Agreement documents for construction of two residential street-side rainwater gardens to the contractor whose bid was approved by the board at the April meeting. Barr provided copies of the documents signed by the contractor to Administrator Bleser for her signature.
- b. Barr prepared a draft Change Order 1 to change the rainwater garden construction completion date to 10/15/2020 as approved by the board at the April meeting.
- c. Agreements to construct and install 14 downspout planter boxes were sent to two contractors; Outdoor Lab Landscapes and Landbridge Ecological. These two companies have begun fabricating the selected downspout box models in their shops. Once ready the property owners will be informed and arrangements for downspout box installation will begin. The contractors have until June 30, 2020 to install and plant the boxes.

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### **Task Order 26: Stormwater Model Update and Flood-Risk Area Prioritization Identification for the Bloomington Portion of Purgatory Creek**

- a. Staff are waiting for input from Bloomington staff on the prioritized list of areas. Sent city staff a reminder to inquire about status of their review.

### **Task Order 28A: Rice Marsh Lake Subwatershed 12a Water Quality Project**

- a. Finalized draft report, included a primer on soil amendments and potential ways to implement as part of the water quality improvement project, and sent draft feasibility report to Watershed Planning Coordinator Jeffery for review
- b. Held a conference call on April 28<sup>th</sup> to go over District comments on the draft report and started revisions in response to comments

### **Task Order 29B: Middle Riley Creek Reach R3 Stabilization Project**

- a. Held kick-off meeting with Administrator Bleser, Barr staff, and representatives from Bearpath on April 27, 2020,
- b. Developed survey layout and instructions for RPBCWD staff to collect applicable field data. Provided feature class naming standards for use during RPBCWD's field survey.
- c. Assisted legal counsel and Administrator Bleser with development of the Bearpath Cooperative Agreement.

### **Task Order 30A: Pioneer Trail Wetland Restoration Feasibility Study**

- a. Participated in team meetings to discuss a strategy for achieving high quality diverse native vegetation communities and improving the ecological value of the sites resources.
- b. Provided published documents and resources for achieving project restoration goals.
- c. Provided well location recommendations for hydrology monitoring.

### **Task Order 032A: Upper Riley Creek Ecological Enhancement Plan**

- a. Started compiling information for the Phase I Environmental Site Assessment and cultural assessment.

**To:** RPBCWD Board of Managers  
**From:** Dave Melmer  
**Subject:** April 18-20, 2020—Erosion Prevention and Sediment Control Inspection  
**Date:** April 30, 2020  
**Project:** 23/27-0053.14 PRMT 9016

Barr staff has inspected construction sites in the Riley Purgatory Bluff Creek Watershed District for conformance to erosion prevention and sediment control policies. Listed below are construction projects and the improvement needed for effective erosion prevention and sediment control. The sites were inspected from April 18-20, 2020.

## Site Inspections

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<b>2015-010</b>	<b>Children's Learning Adventure - Private - Commercial/Industrial</b> <b>Northwest Corner of Highway 5 and Galpin Avenue</b> <b>Chanhassen, MN 55317</b> Site is compliant	<b>2020-04-18</b>
<b>2015-050</b>	<b>Arbor Glen Chanhassen - Private - Residential</b> <b>9170 GREAT PLAINS BLVD Chanhassen, MN 55317</b> Site has Corrective Actions for silt fence overtopping and silt into detention pond south of 715 Crossroads Court and catch basin maintenance. Site representative was notified. Terry Jeffery followed up. Dan Schmitt: 952-476-6000	<b>2020-04-18</b>
<b>2015-055</b>	<b>Hampton Inn Eden Prairie - Private - Commercial/Industrial</b> <b>11825 Technology Drive Eden Prairie, MN 55344</b> Site is compliant	<b>2020-04-18</b>
<b>2016-017</b>	<b>SWLRT - Government - Other</b> <b>Varies Eden Prairie, MN 55344</b> Site is compliant	<b>2020-04-18</b>
<b>2016-026</b>	<b>Foxwood Development - Private - Residential</b> <b>9150 and 9250 Great Plains Blvd Chanhassen, MN 55317</b> Site is compliant	<b>2020-04-18</b>
<b>2016-032</b>	<b>CSAH 61 Improvements - Government - Linear</b> <b>N/A Eden Prairie, MN 55347</b> Site is compliant	<b>2020-04-18</b>

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2016-041	<b>Chanhasen West Water Treatment Plant - Government - Other</b> <b>2070 Lake Harrison Road Chanhasen, MN 55317</b> Site is compliant	2020-04-18
2017-001	<b>Kopesky 2nd Addition - Private - Residential</b> <b>18340 82nd St Eden Prairie, MN 55347</b> Site is compliant	2020-04-18
2017-006	<b>6687 Horseshoe Curve Chanhasen</b>  Site is compliant	2020-04-19
2017-023	<b>Eden Prairie Assembly of God - Private - Commercial/Industrial</b> <b>16591 Duck Lake Trail Eden Prairie, MN 55346</b> Site is compliant	2020-04-19
2017-024	<b>Prairie Bluffs Senior Living - Private - Residential</b> <b>10280 Hennepin Town Rd Eden Prairie, MN 55347</b>  Open CA(s): Sediment in wetland and build up on upslope of silt fence. Bare soils on SE side of wetland - need covering. Terry Jeffery followed up. Andy Heading notified: 651-383-4860.	2020-04-18
2017-026	<b>6135 Ridge Road</b>  Site is compliant	2020-04-20
2017-029	<b>Tweet Pediatric Dentistry - Private - Commercial/Industrial</b> <b>7845 Century Blvd. Chanhasen, MN 55317</b> Site is compliant	2020-04-18
2017-038	<b>West Park - Private - Residential</b> <b>760&amp; 781 Lake Susan Drive 8601 Great Plains Blvd Chanhasen, MN 55317</b> Site is compliant	2020-04-18
2017-039	<b>Mission Hill Senior Living - Private - Residential</b> <b>8600 Grate Plains Boulevard Chanhasen, MN 55317</b> Site is compliant	2020-04-18
2017-043	<b>Flying Cloud Dr Trail Improvements - Government - Other</b> <b>8251 FLYING CLOUD DR Eden Prairie, MN 55344</b> Site is compliant	2020-04-18

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<b>2017-047</b>	<b>Fawn Hill - Private - Residential</b> <b>7240 Galpin Road Chanhassen, MN 55331</b> Site is compliant	<b>2020-04-18</b>
<b>2017-054</b>	<b>4238 Heathcote - Existing Single-Family</b> <b>4238 Heathcote Road Deephaven, MN 55331</b> Site is compliant.	<b>2020-04-20</b>
<b>2017-065</b>	<b>4818 Ridge Road - Existing Single-Family</b> <b>4818 Ridge Road Minnetonka, MN 55345</b> Site is compliant ..	<b>2020-04-20</b>
<b>2017-069</b>	<b>Scheels Redevelopment - Private - Commercial/Industrial</b> <b>8301 Flying Cloud Dr. Eden Prairie, MN 55344</b> Site is compliant	<b>2020-04-18</b>
<b>2017-072</b>	<b>O'Reilly Auto Parts Eden Prairie - Private - Commercial/Industrial</b> <b>8868 AZTEC DRIVE Eden Prairie, MN 55347</b> Site has Corrective Action. Site representative notified, Aaron M. (952-226-3090)—again. Silt fence repair on street side. Unworked soils on street side need covering.	<b>2020-04-18</b>
<b>2018-014</b>	<b>Eden Prairie Road Reconstruction</b> Site is compliant	<b>2020-04-18</b>
<b>2018-025</b>	<b>Magellan Pipeline UCD Dig 8 through 12</b> Site is compliant	<b>2020-04-18</b>
<b>2018-027</b>	<b>MAMAC - Private - Commercial/Industrial</b> <b>8189 Century Boulevard Chanhassen, MN 55317</b> Site is compliant	<b>2020-04-18</b>
<b>2018-028</b>	<b>Oak Point Elementary School Parking Lot - Government - Other</b> <b>13400 Staring Lake Parkway Eden Prairie, MN 55347</b> Site is compliant	<b>2020-04-18</b>
<b>2018-034</b>	<b>Basin 05-11-A Cleanout - Government - Other</b> <b>Corner of Sequoia and Ginger Eden Prairie, MN 55346</b> Site is compliant	<b>2020-04-20</b>

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<b>2018-036</b>	<b>Horseshoe Curve house construction - Existing Single-Family</b> <b>6675 Horseshoe Curve Chanhassen, MN 55317</b> Site is compliant	<b>2020-04-19</b>
<b>2018-038</b>	<b>Eden Prairie Senior Living - Private - Residential</b> <b>8460 Franlo Rd Eden Prairie, MN 55344</b> Site is compliant	<b>2020-04-18</b>
<b>2018-041</b>	<b>Abra Auto Body - Private - Commercial/Industrial</b> <b>13075 Pioneer Trail Eden Prairie, MN 55347</b> Site is compliant	<b>2020-04-18</b>
<b>2018-043</b>	<b>Control Concepts - Private - Commercial/Industrial</b> <b>8077 Century Boulevard Chanhassen, MN 55317</b> Site is compliant	<b>2020-04-18</b>
<b>2018-044</b>	<b>Smith Village - Private - Residential</b> <b>16389 Glory Lane Eden Prairie, MN 55344</b> Site is compliant	<b>2020-04-19</b>
<b>2018-047</b>	<b>Peterson Borrow Site - Private - Commercial/Industrial</b> <b>15900 Flying Cloud Drive Eden Prairie, MN 55347</b> Site is compliant	<b>2020-04-18</b>
<b>2018-052</b>	<b>HCRRA Culvert Replacement - Government - Linear</b> <b>Hennepin County Wayzata and Deephaven, MN 55401</b> Site is compliant	<b>2020-04-20</b>
<b>2018-055</b>	<b>Park Trail Improvement Project - Government - Other</b> <b>1700 W. 98th Street Bloomington, MN 55431</b> Site is compliant	<b>2020-04-18</b>
<b>2018-056</b>	<b>Bluff Creek Restoration - Government - Other</b> <b>Liberty on Bluff Creek, Outlot B Audubon Road</b> <b>Chanhassen, MN 55317</b> Site is compliant	<b>2020-04-18</b>

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<b>2018-058</b>	<b>Walker Home - Existing Single-Family 9108 Stephens Pointe Eden prairie, MN 55347</b>  Open CA(s): Repair silt fence so there is a double row, at least five feet apart, installed properly. Excavate basin inside of silt fence to capture sediment from unprotected slope. Site representative was notified. Ryan: 651- 398-3622. Terry Jeffery notified for follow-up.	<b>2020-04-18</b>
<b>2018-059</b>	<b>Mason Point Landscaping - Existing Single-Family 15363 Mason Pointe Eden Prairie, MN 55347</b>  Site is compliant	<b>2020-04-18</b>
<b>2018-060</b>	<b>Loichinger Residence - Existing Single-Family 16396 Stratus Court Eden Prairie, MN 55347</b>  Site is compliant	<b>2020-04-18</b>
<b>2018-061</b>	<b>McCoy Lake Inlet Sediment Removal - Government - Other Mitchell Road and Cumberland Road Eden Prairie, MN 55347</b>  No activity observed to date	<b>2020-04-18</b>
<b>2018-062</b>	<b>Lower Riley Creek Stabilization Project - Government - Other Ridge on Riley Creek, Outlot A Eden Prairie, MN 55344</b>  Site is compliant	<b>2020-04-18</b>
<b>2018-065</b>	<b>New Build - Arbit Residence - Existing Single-Family 3611 Rainbow Dr Minnetonka, MN 55345</b>  Site is compliant	<b>2020-04-20</b>
<b>2018-066</b>	<b>Castle Ridge Redevelopment - Private - Residential 615-635 Prairie Center Drive Eden Prairie , MN 55344</b>  Site is compliant	<b>2020-04-18</b>
<b>2018-067</b>	<b>Hennepin Co Library - Eden Prairie Branch Refurb - Government - Other 565 Prairie Center Drive Eden Prairie, MN 55344</b>  Site is compliant	<b>2020-04-18</b>
<b>2018-068</b>	<b>DriSteem Warehouse Expansion - Private - Commercial/Industrial 14949 Technology Drive Eden Prairie, MN 55344</b>  Site is compliant	<b>2020-04-18</b>

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<b>2018-070</b>	<b>4917 Vine Hill Rd 4917 VINE HILL RD DEEPHAVEN, MN 55331</b> Site is compliant	<b>2020-04-20</b>
<b>2018-072</b>	<b>Hyland Park Parking Lot Improvements - Government - Other 10145 E Bush Lake Rd Bloomington, MN 55438</b> Site is compliant.	<b>2020-04-18</b>
<b>2018-073</b>	<b>Preserve Boulevard Reconstruction - Government - Linear Preserve Boulevard Eden Prairie, MN 55344</b> Site is compliant	<b>2020-04-18</b>
<b>2018-074</b>	<b>Eden Prairie Ground Storage Reservoir - Government - Other XXXX Eden Prairie Road Eden Prairie, MN 55344</b> Site is compliant	<b>2020-04-19</b>
<b>2019-001</b>	<b>Park-Galpin Nelson Property - Private - Residential 7141 Galpin Blvd Chanhassen, MN 55317</b> Site is compliant	<b>2020-04-18</b>
<b>2019-002</b>	<b>Shelangoski Home - Existing Single-Family 7516 Frontier Trl Chanhassen, MN 55317</b> Site is compliant	<b>2020-04-18</b>
<b>2019-003</b>	<b>Stable Path - Private - Residential 9650 Stable Path Eden Prairie, MN 55347</b> Site is compliant	<b>2020-04-18</b>
<b>2019-004</b>	<b>Duck Lake Road - Government - Linear Duck Lake Road Eden Prairie, MN 55344</b> No activity observed to date	<b>2020-04-19</b>
<b>2019-007</b>	<b>Beverly Hill - Private - Residential 16540 Beverly Drive &amp; 9800 Eden Prairie Road Eden Prairie, MN 55347</b> Open CA(s): No biorolls where needed. Catch basin protection needed. Site representative was notified. 612-598-4987	<b>2020-04-18</b>
<b>2019-008</b>	<b>Staring Lake Pavilion - Government - Other 14800 Pioneer Trail Eden Prairie, MN 55347</b> Site is compliant	<b>2020-04-18</b>

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2019-009	<b>5995 Ridge Rd Remodel - Existing Single-Family</b> <b>5995 Ridge Rd Shorewood, MN 55331</b> Site is compliant	2020-04-20
2019-011	<b>Westwind Plaza - Private - Commercial/Industrial</b> <b>4795 County Rd. 101 Minnetonka, MN 55345</b> Site is compliant	2020-04-20
2019-013	<b>Cozine Project</b> <b>272 Lakeview Road E Chanhassen, MN 55317</b> Site is compliant	2020-04-18
2019-015	<b>Lake Drive East Improvements - Government - Linear</b> <b>Lake Drive East Chanhassen, MN 55317</b> No activity observed to date	2020-04-19
2019-017	<b>6650 Pawnee Drive - Existing Single-Family</b> <b>6650 Pawnee Dr. Chanhassen, MN 55317</b> Open CA(s): Tracking to street. Catch basin to east of site needs a clean up. Terry Jeffery notified.	2020-04-18
2019-018	<b>6657 Deerwood Drive - Existing Single-Family</b> <b>6657 Deerwood dr Chanhassen, MN 55317</b> Open CA(s): Corrective Action remains open. Heavy sediment runoff from site. Some clean up attempted. Site needs major attention to control runoff during heavy rainfall events. Terry Jeffery notified.	2020-04-18
2019-019	<b>Sheldon Place - Private - Residential</b> <b>7960 Eden Prairie Rd Eden Prairie, MN 55347</b> Site is compliant	2020-04-19
2019-020	<b>Dixon new home - Existing Single-Family</b> <b>3993 Hillcrest Road Deephaven, MN 55391</b> Site is compliant	2020-04-20
2019-022	<b>Woodcrest Place - Private - Residential</b> <b>17170 Beverly Drive Eden Prairie, MN 55347</b> No activity observed to date	2020-04-18
2019-023	<b>Minnetonka Library - Government - Other</b> <b>17524 Excelsior Blvd. Minnetonka, MN 55345</b> Site is compliant	2020-04-20

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<b>2019-024</b>	<b>Conifer Heights - Private - Residential</b> <b>5615 Conifer Trail 5616 Mahoney Ave Minnetonka, MN</b> <b>55345</b> Site is compliant	<b>2020-04-20</b>
<b>2019-026</b>	<b>Ridgewood Church Parking Lot</b> <b>4420 County Road 101 Minnetonka, MN 55345</b> Site is compliant	<b>2020-04-20</b>
<b>2019-028</b>	<b>Lifetime Parking Lot Chanhassen - Private -</b> <b>Commercial/Industrial</b> <b>2970 Water Tower Place Chanhassen, MN 55317</b> Site is compliant	<b>2020-04-18</b>
<b>2019-029</b>	<b>Sheldon Ave Storm Sewer Improvemnts - Government -</b> <b>Linear</b> <b>16032 Sheldon Avenue Eden Prairie, MN 55344</b> No activity observed to date	<b>2020-04-19</b>
<b>2019-030</b>	<b>Koeppen Shoreline Stabilization - Private - Residential</b> <b>516 Big Woods Blvd Chanhassen, MN 55317</b> Site is compliant	<b>2020-04-18</b>
<b>2019-031</b>	<b>Leddy Shoreline Restoration - Private - Residential</b> <b>9470 Foxford Road Chanhassen, MN 55317</b> Site is compliant	<b>2020-04-18</b>
<b>2019-032</b>	<b>West 79th St Chanhassen Parking Lot - Government - Other</b> <b>Unassigned - W. 79th St and Markett Blvd Chanhassen, MN</b> <b>55317</b> Site is compliant	<b>2020-04-19</b>
<b>2019-033</b>	<b>Spring Rd Pedestrian Crossing - Government - Linear</b> <b>Spring Rd and Prospect Rd Eden Prairie, MN 55344</b> Site is compliant	<b>2020-04-18</b>
<b>2019-034</b>	<b>Lion's Tap - Private - Commercial/Industrial</b> <b>16180 Flying Cloud Dr Eden Prairie, MN 55347</b> Site is compliant	<b>2020-04-18</b>
<b>2019-036</b>	<b>Miller Pool - Existing Single-Family</b> <b>18471 Heathcote Dr Deephaven, MN 55391</b> Site is compliant	<b>2020-04-20</b>

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<b>2019-040</b>	<b>5328 Spring Ln - Private - Residential</b> <b>5328 Spring Lane Minnetonka , MN 55345</b> No activity observed to date	<b>2020-04-20</b>
<b>2019-041</b>	<b>Engelstad Pool - Existing Single-Family</b> <b>17773 Cascade Dr Eden Prairie, MN 55344</b> No activity observed to date. Survey only.	<b>2020-04-18</b>
<b>2019-042</b>	<b>CSAH 101-Chanhassen - Government - Linear</b> <b>CSAH 101 Chanhassen, MN 55317</b> Site is compliant	<b>2020-04-18</b>
<b>2019-043</b>	<b>Cedarcrest Stables - Private - Residential</b> <b>16870 Cedarcrest Dr Eden Prairie, MN 55347</b> Site is compliant	<b>2020-04-18</b>
<b>2019-044</b>	<b>6645 Horseshoe Curve - Melander</b> <b>6445 Horseshoe Curve Chanhassen, MN 55317</b> Site is compliant.	<b>2020-04-19</b>
<b>2019-045</b>	<b>16820 Excelsior Blvd, Minnetonka - Existing Single-Family</b> <b>16820 Excelsior BLVD Minnetonka, MN 55345</b> Site is compliant	<b>2020-04-20</b>
<b>2019-049</b>	<b>Powers Blvd and Lake Lucy Rd - Government - Linear</b> <b>Powers Blvd At Lake Lucy Rd Chanhassen, MN 55317</b> No activity observed to date.	<b>2020-04-18</b>
<b>2019-052</b>	<b>5545 Kipling Avenue- Existing Single-Family</b> <b>5545 Kipling Avenue Minnetonka, MN 55345</b> Site is compliant	<b>2020-04-20</b>
<b>2020-008</b>	<b>Eden Ridge - Private - Residential</b> <b>15817 Valley View Road 15807 Valley View Road Eden</b> <b>Prairie, MN 55344</b> Site is compliant	<b>2020-04-19</b>

Please contact me at 952.832-2687 or [dmelmer@barr.com](mailto:dmelmer@barr.com) if you have questions on the projects listed above or any additional items that need to be addressed for the erosion control inspections.



April 20, 2020

President Dick Ward and Board of Managers  
Riley-Purgatory-Bluff Creek Watershed District  
18681 Lake Drive East  
Chanhassen, MN 55317

**Re: Riley Creek Branch Stabilization Project – Pay Application #4  
Barr Project # 23/27-0053.14-014**

Dear President Ward and Board of Managers:

Enclosed is the Application for Payment #4 from Rachel Contracting, Inc. for work completed through 4/13/20, on the above-referenced project. Upon your review and approval, please sign and return one copy to me. Barr will distribute a scan to the contractor and RPBCWD Administrator for district files.

This payment application includes the prefabricated bridge, erosion control measures and justifying quantity overages for the project construction. The contractor completed the work within the stream channel during the previous payment application period. Major items of work covered by this pay application include:

- Project mobilization/demobilization
- Installation of erosion control practices (periodic sweeping of the access roadways, seeding/erosion control blanket).
- Quantity confirmation for installation of in-stream features (rock riffles, rock/log step pools, VRSS lifts, cross vanes, and toe wood), including items excluded from the previous payment application
- Quantity confirmation for installation of six inches of topsoil (primarily imported)
- Installation of the pre-fabricated pedestrian bridge and footings

There are several items that have exceeded the bid quantities for the project which are recommended for payment in accordance with Section 01 22 00 Item 1.02 of the contract documents. This section indicates “Changes in quantities of a Bid Item will be made by calculating the product of the Contractor bid quantity, plus or minus the quantity change, and the Unit Price. Actual quantities will not be measured in the field as the basis for payment unless specifically indicated in the Specifications for the individual Bid Item as indicated by the term “measured in the field.” Payment for certain specific Bid Items will be on a unit price basis as indicated by the term “measured in the field” on the measurement description line for the Bid Item. Payment for these Bid Items will be the product of the actual field-measured quantity and the Unit Price.”

There are several items (topsoil import, filter aggregate, and erosion control blanket) that significantly exceeded the bid quantities for the project and were excluded from the previous payment application. The contractor provided documentation of these overages to verify the request as summarized below.

- Line item Z “Furnish & Install Granular Filter Aggregate” - As discussed, this line item experienced significant overage in quantity related in part to reasons listed below:
  - Soft subgrade was encountered at the downstream portion of work as well as other select areas throughout the creek. Additional Granular Filter was installed to help stabilize the soft soils and allow for a more stable base of creek features (riffles, cross vanes, etc).

- 6” of Granular Filter Aggregate was planned for use as base at select features as well as 6” of topdressing. To complete the work as intended and prevent entrapment of wildlife, additional Granular Filter was used as a binder to fill gaps within riprap.
- Because construction materials were unable to be brought in from Sky Lane as originally intended, the Cedarcrest Drive access road required installation of granular filter aggregate to safely access and complete work downstream of station 35+00. This material was the most economical material available in the contract to adequately complete the work. The material is very similar in composition and price to what is typically used for construction entrances and access roads in other applications.
- Line item EE “Import Topsoil” - This item experienced overage due to the lack of available topsoil salvageable on-site for re-spread within the project limits to achieve the 6-inch topsoil requirement. Because additional erosion and slope failures occurred between the time the project survey and construction were complete, more topsoil was eroded from the site and thus not available for salvage. The design relied on site observations, past experience with similar projects, and plan measurements to determine anticipated topsoil import bid quantity, which assumed that 50 percent of topsoil would be imported and 50 percent salvaged. Unfortunately, existing conditions did not provide the opportunity to salvage and reuse the planned amount of topsoil.
- Line items JJ “Furnish & Install Erosion Control Blanket Category 3N” - The overrun in erosion control blanket is because some of the slopes within the creek continued to worsen between the time the project survey was conducted and construction occurred. This led to additional field fitting to grade the slopes resulting in additional areas requiring erosion blanket to meet the design specifications. While there is more erosion control blanket installed so far, there is a significant underrun in straw mulch quantity (line item KK).

The remaining project work will be completed this spring and includes tree and shrub plantings and reconstruction of the bituminous trail at Sky Lane.

Barr Engineering has reviewed the application for payment, confirmed that the work for which payment is requested has been performed, believes to the best of our knowledge that the work has been performed in accordance with the terms of the contract with the Riley Purgatory Bluff Creek Watershed District, and is recommending payment in the amount of **\$255,806.10**. Payments should be made directly to Rachel Contracting, LLC.

Please call me at 952-832-2755 if you have any questions or concerns about the application for payment, or about any other related matters.

Sincerely,



Scott Sobiech, P.E.  
Barr Engineering Co.

c: Claire Bleser, RPBCWD  
Ryan Winge, Rachel Contracting, Inc.

Enclosure #1 – Application for Payment – Progress Payment 4

**Riley Creek Stabilization Project  
Progress Payment Number 4**

1.0	Total Completed Through This Period	<u>\$1,794,559.69</u>	
2.0	Total Completed Previous Period		<u>\$1,538,753.59</u>
3.0	Total Completed This Period		<u>\$255,806.10</u>
4.0	Amount Retained, Previous Period	<u>\$44,270.22</u>	
5.0	Amount Retained, This Period (See Note 1)	<u>\$0.00</u>	
6.0	Total Amount Retained	<u>\$44,270.22</u>	
7.0	Retainage Released Through This Period:		<u>\$0.00</u>
8.0	Amount Due This Period		<u><u>\$255,806.10</u></u>

Note 1: At rate of 5% until Completed to Date equals 50% of current Contract Price and a rate of 0% thereafter.

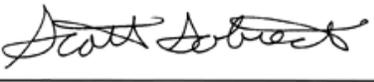
SUBMITTED BY:

Name: Ryan Winge Date: 4/20/2020  
 Title: Project Manager  
 Contractor: Rachel Contracting, LLC

Signature: 

RECOMMENDED BY:

Name: Scott Sobiech Date: 4/20/2020  
 Title: District Engineer  
 Engineer: Barr Engineering Company

Signature: 

APPROVED BY:

Name: Dick Ward Date: \_\_\_\_\_  
 Title: President  
 Owner: Riley Purgatory Bluff Creek Watershed District

Signature: \_\_\_\_\_

**Riley Creek Stabilization Project**  
**Piley Purgatory Bluff Creek Watershed District**  
**Summary of Work Completed Through April 13th, 2020 - for Progress Payment Number 4**

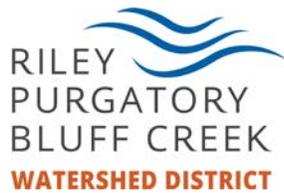
1.04 Item	Description	Unit	Estimated Quantity	Unit Price	Extension	(1) Total Completed Through This Period		Percent Complete	(5) Total Completed This Period	
						Quantity	Amount		Quantity	Amount
A	Mobilization	L.S.	1	\$ 132,210.00	\$ 132,210.00	0.9	\$118,989.00	90%	0.1	\$13,221.00
B	Control of Water	L.S.	1	\$ 118,950.00	\$ 118,950.00	1	\$118,950.00	100%	0	\$0.00
C	Traffic Control	L.S.	1	\$ 6,240.00	\$ 6,240.00	0.9	\$5,616.00	90%	0.1	\$624.00
D	Rock Construction Entrance	Each	2	\$ 24,270.00	\$ 48,540.00	1.6	\$38,832.00	80%	0	\$0.00
E	Silt Fence, Type MS	L.F.	3,600	\$ 4.20	\$ 15,120.00	0	\$0.00	0%	0	\$0.00
F	Sediment Control Log, Type Compost	L.F.	8,900	\$ 4.80	\$ 42,720.00	7120	\$34,176.00	80%	0	\$0.00
G	Floating Silt Curtain	Each	1	\$ 1,390.00	\$ 1,390.00	0.8	\$1,112.00	80%	0	\$0.00
H	Inlet Protection	Each	6	\$ 317.00	\$ 1,902.00	5	\$1,585.00	83%	0	\$0.00
I	Street Sweeping	L.S.	1	\$ 7,170.00	\$ 7,170.00	0.9	\$6,453.00	90%	0.1	\$717.00
J	Temporary Stream Crossing	Each	1	\$ 18,270.00	\$ 18,270.00	1	\$18,270.00	100%	0	\$0.00
K	Clearing and Grubbing (Medium Density)	Acre	3	\$ 8,110.00	\$ 25,952.00	3.2	\$25,952.00	100%	0	\$0.00
L	Select Tree Removal and Salvage with Root Wad (8-12" Diameter)	Each	63	\$ 156.50	\$ 9,859.50	60	\$9,390.00	95%	0	\$0.00
L	Select Tree Removal and Salvage with Root Wad (Greater than 12" Diameter)	Each	63	\$ 197.00	\$ 12,411.00	63	\$12,411.00	100%	0	\$0.00
M	Channel Clean-up, Debris Removal and Disposal	L.S.	1	\$ 4,530.00	\$ 4,530.00	1	\$4,530.00	100%	0	\$0.00
N	Remove Storm Sewer (12" to 27" RCP and FES) - CO#2	L.F.	76.8	\$ 58.80	\$ 4,515.84	76.8	\$4,515.84	100%	0	\$0.00
O	Remove Storm Sewer Manhole (48" Diameter) - CO#2	Each	1	\$ 2,360.00	\$ 2,360.00	1	\$2,360.00	100%	0	\$0.00
P	Remove Bituminous Path	S.Y.	590	\$ 8.60	\$ 5,074.00	0	\$0.00	0%	0	\$0.00
Q	Furnish & Install Manhole (48" Diameter) - CO#2	Each	1	\$ 5,780.00	\$ 5,780.00	1	\$5,780.00	100%	0	\$0.00
Q	Furnish & Install Manhole (60" Diameter)	Each	2	\$ 8,040.00	\$ 16,080.00	2	\$16,080.00	100%	0	\$0.00
R	Connect to Existing Manhole	Each	1	\$ 1,950.00	\$ 1,950.00	1	\$1,950.00	100%	0	\$0.00
S	Salvage and Install Manhole Casting - CO#2	Each	1	\$ 710.00	\$ 710.00	1	\$710.00	100%	0	\$0.00
T	Furnish & Install Manhole Casting	Each	2	\$ 849.00	\$ 1,698.00	2	\$1,698.00	100%	0	\$0.00
U	Furnish & Install Storm Sewer, 15" RC Pipe Class III - CO#2	L.F.	29	\$ 100.00	\$ 2,880.00	28.8	\$2,880.00	100%	0	\$0.00
V	Furnish & Install Storm Sewer, 15" RC FES - CO#2	Each	1	\$ 2,890.00	\$ 2,890.00	1	\$2,890.00	100%	0	\$0.00
U	Furnish & Install Storm Sewer, 27" RC Pipe Class III	L.F.	27	\$ 159.00	\$ 4,293.00	27	\$4,293.00	100%	0	\$0.00
V	Furnish & Install Storm Sewer, 27" RC FES	Each	1	\$ 3,980.00	\$ 3,980.00	1	\$3,980.00	100%	0	\$0.00
U	Furnish & Install Storm Sewer, 36" RC Pipe Class III	L.F.	27	\$ 237.00	\$ 6,399.00	27	\$6,399.00	100%	0	\$0.00
V	Furnish & Install Storm Sewer, 36" RC FES	Each	2	\$ 6,780.00	\$ 13,560.00	2	\$13,560.00	100%	0	\$0.00
W	Common Excavation (P)	C.Y.	5,650	\$ 10.70	\$ 60,455.00	5650	\$60,455.00	100%	0	\$0.00
X	Grading (P)	S.Y.	23,480	\$ 1.70	\$ 39,916.00	23480	\$39,916.00	100%	0	\$0.00
Y	Furnish & Install Class II Fieldstone Riprap - CO#2	Ton	3,129	\$ 54.90	\$ 171,760.14	3101.6	\$170,277.84	99%	0	\$0.00
Y	Furnish & Install Class III Fieldstone Riprap - CO#2	Ton	174	\$ 54.90	\$ 9,552.60	179.26	\$9,841.37	103%	0	\$0.00
Z	Furnish & Install Granular Filter Aggregate - CO#2	Ton	2,056	\$ 51.30	\$ 105,477.93	3823	\$196,119.90	186%	1767	\$90,647.10
AA	Furnish & Install Boulder Vane, no Footers - CO#2	L.F.	520	\$ 73.30	\$ 38,116.00	577	\$42,294.10	111%	0	\$0.00
AA	Furnish & Install Boulder Vane, with Footers - CO#2	L.F.	1,390	\$ 73.30	\$ 101,887.00	1432	\$104,965.60	103%	76	\$5,570.80
BB	Install Log Vane - CO#2	Each	57	\$ 262.50	\$ 14,962.50	59	\$15,487.50	104%	2	\$525.00
CC	Install Toe Wood - CO#2	L.F.	513	\$ 45.80	\$ 23,472.50	592	\$27,113.60	116%	51	\$2,335.80
DD	Furnish & Install VRSS	L.F.	4,190	\$ 27.70	\$ 116,063.00	4657	\$128,998.90	111%	94	\$2,603.80
EE	Import Topsoil	C.Y.	2,110	\$ 18.30	\$ 38,613.00	4672	\$85,497.60	221%	2562	\$46,884.60

1.04 Item	Description	Unit	Estimated Quantity	Unit Price	Extension	(1) Total Completed Through This Period		Percent Complete	(5) Total Completed This Period	
						Quantity	Amount		Quantity	Amount
FF	Seed Area	Acre	5.22	\$ 637.00	\$ 3,325.14	5	\$3,185.00	96%	5.00	\$3,185.00
GG	Cover Crop Seed Mix	Lbs.	140	\$ 1.70	\$ 238.00	140	\$238.00	100%	140	\$238.00
GG	Floodplain Forest Seed Mix	Lbs.	80	\$ 86.90	\$ 6,952.00	80	\$6,952.00	100%	80	\$6,952.00
GG	Upland Construction Seed Mix	Lbs.	17	\$ -	\$ -	5	\$0.00	29%	5	\$0.00
HH	Plant Shrub, Bare Root	Each	1,934	\$ 11.00	\$ 21,274.00	0	\$0.00	0%	0	\$0.00
HH	Plant Shrub, #2 Container	Each	309	\$ 64.30	\$ 19,868.70	0	\$0.00	0%	0	\$0.00
II	Plant Tree, Bare Root	Each	43	\$ 41.10	\$ 1,767.30	0	\$0.00	0%	0	\$0.00
II	Plant Tree, 2.5" Ball & Burlap	Each	53	\$ 666.00	\$ 35,298.00	0	\$0.00	0%	0	\$0.00
JJ	Furnish & Install Erosion Control Blanket Category 3N	S.Y.	20,000	\$ 2.40	\$ 48,000.00	24105	\$57,852.00	121%	4105	\$9,852.00
KK	Furnish & Install Straw Mulch	S.Y.	5,220	\$ 2.60	\$ 13,572.00	1088	\$2,828.80	21%	0	\$0.00
LL	Bituminous Path	S.Y.	590	\$ 60.70	\$ 35,813.00	0	\$0.00	0%	0	\$0.00
MM	Furnish & Install Buffer Markers	Each	76	\$ 227.50	\$ 17,290.00	0	\$0.00	0%	0	\$0.00
NN	Vegetation Establishment and Warranty Period (Three Years)	L.S.	1	\$ 14,590.00	\$ 14,590.00	0	\$0.00	0%	0	\$0.00
PP	Import Boulders - CO#2	Ton	824	\$ 67.40	\$ 55,544.34	1047.74	\$70,617.68	127%	0	\$0.00
<b>Total Base Bid:</b>					<b>\$ 1,511,242.49</b>					

Bid Add Alternate						(1) Total Completed Through This Period		Percent Complete	(9) Total Completed This Period	
Item	Description	Unit	Estimated Quantity	Unit Price	Extension	Quantity	Amount		Quantity	Amount
OO	Pre-Fabricated Pedestrian Birdge and Footings	L.S.	1	\$ 120,750.00	\$ 120,750.00	1	\$120,750.00	100%	0.6	\$72,450.00
<b>Total Including Alternate:</b>					<b>\$ 1,631,992.49</b>		<b>\$1,606,752.73</b>			<b>\$255,806.10</b>

**Change Order #2 Additions**

1.04 Item	Description	Unit	Estimated Quantity	Unit Price	Extension	Quantity	Amount		Quantity	Amount
V	Furnish & Install Storm Sewer, 12" RC FES	L.S.	1	\$ 3,420.00	\$ 3,420.00	1	\$3,420.00	100%	0	\$0.00
QQ	Install geotextile fabric (based on planned quantity)	S.Y.	935	\$ 5.77	\$ 5,394.95	935	\$5,394.95	100%	0	\$0.00
RR	Import Common (load count based on 16 CY per load)	C.Y.	2000	\$ 38.22	\$ 76,440.00	3088	\$118,023.36	154%	0	\$0.00
SS	Furnish & Install Class IV Fieldstone Riprap	Ton	220	\$ 62.10	\$ 13,662.00	110.78	\$6,879.44	50%	0	\$0.00
TT	Export Unsuitable Soil	C.Y.	300	\$ 49.27	\$ 14,781.00	588	\$28,970.76	196%	0	\$0.00
UU	Restocking of materials associated with storm structure (Sta. 40+19)	L.S.	1	\$ 3,690.95	\$ 3,690.95	1	\$3,690.95	100%	0	\$0.00
VV	Additional cost for storm sewer installation (Sta. 44+48)	L.S.	1	\$ 21,427.50	\$ 21,427.50	1	\$21,427.50	100%	0	\$0.00
XX	Toewood option 1 (Detail 3/D-11)	L.F.	0	\$ 45.80	\$ -	0	\$0.00	0%	0	\$0.00
YY	Toewood option 2 (Detail 4/D-11)	L.F.	0	\$ 78.60	\$ -	0	\$0.00	0%	0	\$0.00
ZZ	Cedar tree revetment (Per detail 5/D-11) (to be used in place of log vane as directed)	Each	0	\$ 998.00	\$ -	0	\$0.00	0%	0	\$0.00
<b>Total of CO#2 Additions =</b>					<b>\$138,816.40</b>		<b>\$187,806.96</b>			<b>\$0.00</b>
<b>Total Extensions</b>					<b>\$1,770,808.89</b>		<b>\$1,794,559.69</b>			<b>\$255,806.10</b>



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## Riley Purgatory Bluff Creek Watershed District Permit Application Review

**Permit No:** 2019-048

**Considered at Board of Managers Meeting:** May 6, 2020

**Received complete:** April 09, 2020

**Applicant:** Eden Prairie Schools

**Consultant:** Anderson-Johnson Associates, Inc., Jay Pomeroy

**Project:** Central Middle School: building additions, reconfiguration of the parking lots and drives, and relocation of the track. Two underground infiltration systems and two infiltration basins will be constructed to provide rate, volume, and water quality control.

**Location:** 8025 School Road, Eden Prairie, MN 55344

**Reviewer:** Heather Hlavaty, E.I.T. and Scott Sobiech, P.E., Barr Engineering

### **Proposed Board Action**

Manager \_\_\_\_\_ moved and Manager \_\_\_\_\_ seconded adoption of the following resolutions based on the permit report that follows and the presentation of the matter at the May 6 2020 meeting of the managers:

Resolved that the application for Permit 2019-048 is approved, subject to the conditions and stipulations set forth in the Recommendations section of the attached report;

Resolved that on determination by the RPBCWD administrator that the conditions of approval have been affirmatively resolved, the RPBCWD president or administrator is authorized and directed to sign and deliver Permit 2019-048 to the applicant on behalf of RPBCWD.

Upon vote, the resolutions were adopted, \_\_\_\_\_ [VOTE TALLY].

**Applicable Rule Conformance Summary**

Rule	Issue	Conforms to RBPCWD Rules?	Comments	
C	Erosion Control Plan	Yes		
D	Wetland and Creek Buffers	See comment	See Rule Specific Permit Condition D1-D2.	
J	Stormwater Management	Rate	Yes	
		Volume	Yes	See stipulation #4.
		Water Quality	Yes	
		Low Floor Elev	Yes	
		Maintenance	See comment.	See Rule Specific Permit Condition J1.
		Chloride Management	See comment	See stipulation #3.
		Wetland Protection	Yes	
L	Permit Fee	Not Applicable	Permit fees are not required for government entities.	
M	Financial Assurance	Not Applicable	Financial assurance is not required for government entities.	

**Background**

The applicant is constructing building additions, reconfiguring parking lots and drives, and relocating the track at Central Middle School in Eden Prairie, MN. The project includes two stormwater infiltration basins and two underground infiltration systems. The best management practices provide stormwater quantity, volume and quality control. The Central Middle School shares its site with the Eden Prairie ASC building, which had an approved project constructed in the summer of 2018 (2018-017). As part of that project, an underground infiltration BMP was constructed to provide stormwater quantity, volume, and rate control for the expansion of an existing parking lot. The constructed underground infiltration BMP provides volume abstraction for more than 1.1 inches from the impervious area requiring treatment. The Central Middle School project utilized the treatment volume credit of 1,064 cubic feet in order to meet the stormwater treatment requirements.

A portion of surface runoff from the proposed land disturbing activities site drains via overland flow to a downgradient Wetland Conservation Act (WCA) protected wetland. Under previously approved Permit 2018-017 at the property, the applicant provided a wetland delineation report and type and boundary determination, as well as a MnRAM assessment that established a medium value for the wetland. Rule

D, Subsection 3.2.b.iii requires medium value wetland buffer with an average of 40 feet from the delineated edge of the wetland, minimum 20 feet.

The applicant constructed additional parking and a turn lane under RPBCWD Permit 2018-017 at the property in 2018. The project approved under permit 2018-017 is unaffected by the proposed site work under the current permit and thus remains compliant with RPBCWD requirements.. Relevant project site information is provided below.

Site Information	Permit 2018-017 (acres)	Current Permit 2019-048 (acres)	Site Aggregate (acres)
Total Site Area	57.4	57.4	57.4
Existing Site Impervious Area	18.98	19.34	18.98 <sup>1</sup>
Proposed Impervious Area	19.34	24.27	24.27
New (increase) in Site Impervious Area	0.36 (1.9% increase)	4.93 (25.4% increase)	5.29 (27.9% increase) <sup>2</sup>
Disturbed Site Impervious Area	0.03 (0.1% disturbed)	5.47 (28.2% disturbed)	5.5 (28.9% disturbed) <sup>2</sup>
New and/or Disturbed Impervious Area	0.39	10.4	10.79 <sup>2</sup>
Total Disturbed Area	0.81	19.63	20.44

<sup>1</sup>Pre-2015 project existing conditions

<sup>2</sup>Calculated based on pre-2015 project existing conditions (Common Scheme of Development Rule J, Subsection 2.5)

### Rule C: Erosion and Sediment Control

Because the project will involve 19.63 acres of land-disturbing activity, the project must conform to the requirements in the RPBCWD Erosion and Sediment Control rule (Rule C, Subsection 2.1). The erosion control plan includes installation of silt fence, sediment control logs, erosion control blankets, inlet protection to protect storm sewer catch basins, rock construction entrances, decompaction of areas compacted during construction, rip-rap at outfalls into the infiltration basins, stabilization of steep slopes, and retention of native topsoil onsite. The applicant indicated that Luis Berrospid of Kevitt Companies (Cell: 763-280-0528, Office: 763-545-35570) is the general contractor responsible for erosion prevention and sediment control for the site must be provided. The proposed project conforms to the Rule C criteria.

### Rule D: Wetland and Creek Buffers

Because a WCA protected wetland (Wetland 16-23-A) is downgradient from the proposed land disturbing activities, the project must conform to the requirements in the RPBCWD Wetland and Creek Buffers rule (Rule D, Subsection 3). Because the wetland will not be disturbed by the proposed activities, buffers are needed along the areas downgradient from the land-disturbing activity along the edge of the wetlands.

Under previously approved Permit 2018-017 at the property, the applicant provided a wetland delineation report, type and boundary determination, and MnRAM assessment to demonstrate Wetland 16-23-A is a medium value wetland and requires 40 foot average and 20 foot minimum buffer widths (Rule D subsection 3.2.a.iii). The project provides the required buffer width between the disturbed area and the downgradient Wetland 16-23-A (approximately 1,000 feet). The buffer area is summarized in the table below.

Wetland ID	RPBCWD Wetland Value	Required Minimum Width <sup>1</sup> (ft)	Required Average Width <sup>1</sup> (ft)	Provided Minimum Width (ft)	Provided Average Width (ft)
Wetland 16-23-A	Medium	20	40	40	40

<sup>1</sup> Average and minimum required buffer width under Rule D, Subsection 3.1.a.

Disturbed areas within the buffer area will be planted with native vegetation and maintained in a natural state (subsection 3.3). The engineer’s review of plan sheets shows that buffer markers will be placed per District criteria (subsection 3.4). . A note is included on the plan sheet indicating the project will be constructed so as to minimize the potential transfer of aquatic invasive species (e.g., zebra mussels, Eurasian watermilfoil, etc.) to the maximum extent possible conforming to Rule D, Subsection 3.5. A Permit 2018-017 established a maintenance agreement between the District and the Eden Prairie Schools for a portion of the wetland buffer. To conform to the RPBCWD Rule D the following revisions are needed:

- D1. The plans and specifications must identify the installation date of the buffer markers, which must be set to ensure protection of buffer area during and after land-disturbing activities. (Rule D, Subsection 3.4a)
- D2. Buffer areas and maintenance requirements must be documented in an updated agreement after review and approval by RPBCWD in accordance with Rule D, Subsection 3.5. The maintenance agreement must also include an exhibit clearly showing the buffer area and monument locations.

**Rule J: Stormwater Management**

Because the project will disturb 19.63 acres of land-surface area, the project must meet the criteria of RPBCWD’s Stormwater Management rule (Rule J, Subsection 2.1). Under paragraph 2.5 of Rule J, Common Scheme of Development, activities subject to Rule J on a parcel or adjacent parcels under common or related ownership will be considered in the aggregate, and the requirements applicable to the activity under this rule are determined with respect to all development that has occurred on the site or on adjacent sites under common or related ownership since the date this rule took effect (January 1, 2015). Because one other project was permitted since the rules took effect (RPBCWD Permit 2018-017), the current activities proposed must be considered in aggregate with the activities proposed under this application, Permit 2019-048.

The criteria listed in Subsection 3.1 will only apply to the disturbed areas on the project site because the project, when considered in aggregate with the other permitted activities at the site, increases the imperviousness by an aggregate total of 27.9 percent and disturbs a combined 28.9 percent of the existing impervious surface on the site (Rule J, Subsection 2.3) –under the 50 percent disturbed or expanded impervious area threshold for applicability of stormwater management requirements to the entire site’s impervious.

The developer is proposing construction of two infiltration systems and two underground infiltration systems to provide the rate control, volume abstraction and water quality management on site for the new or reconstructed impervious area. Sump manholes and proprietary structures will serve as pretreatment for runoff into the infiltration basins and underground infiltration systems.

**Rate Control**

In order to meet the rate control criteria listed in Subsection 3.1.a, the 2-, 10-, and 100-year post development peak runoff rates must be equal to or less than the existing discharge rates at all six locations where stormwater leaves the site. The applicant used a HydroCAD hydrologic model to simulate runoff rates for pre- and post-development conditions for the 2-, 10-, and 100-year frequency storm events using a nested rainfall distribution, and a 100-year frequency, 10-day snowmelt event. The existing and proposed 2-, 10-, and 100-year frequency discharges from the disturbed site area are summarized in the table below. The proposed project is in conformance with RPBCWD Rule J, Subsection 3.1.a.

Modeled Discharge Location	2-Year Discharge (cfs)		10-Year Discharge (cfs)		100-Year Discharge (cfs)		10-Day Snowmelt (cfs)	
	Ex	Prop	Ex	Prop	Ex	Prop	Ex	Prop
Wetland 16-23-A	16.8	15.3	34.8	33.2	77.1	77.1	3.0	2.9
Highway 212 Culvert (South)	9.3	6.8	17.6	16.7	34.3	34.0	1.5	1.3
Wallace Road Stormsewer	5.6	3.5	18.6	13.6	53.3	46.1	2.6	2.1
Highway 212 Culvert (North)	2.9	2.9	10.1	9.8	30.8	25.8	2.3	2.1
Highway 212 Culvert (Northeast)	1.3	0.5	4.6	3.1	14.4	10.5	1.3	0.6
Scenic Heights Road	0.4	0.4	1.8	1.8	6.3	6.3	0.3	0.3

### ***Volume Abstraction***

Subsection 3.1.b of Rule J requires the abstraction onsite of 1.1 inches of runoff from all new or disturbed impervious surface of the parcel. An abstraction volume of 43,090 cubic feet is required from the 10.79 acres of disturbed impervious area on the site for volume retention.

Soil borings performed by Chosen Valley Testing, Inc. on September 30, 2019 show that soils in the project area are primarily poorly graded sand and silty sand. Infiltration is being proposed at each of the four BMPs.

The underground infiltration system beneath the parking lot (4A) is associated with soil borings ST-F and SB-105. Both borings show poorly graded sand and silt and did not encounter any groundwater. The top six feet of fill/clay will be amended in order to provide sandy soil for infiltration. Because groundwater was not observed at the termination depth of the lowest boring, SB-105 (elevation 883.6 feet), the groundwater level is assumed to be no higher than elevation 884 feet. The proposed bottom of the underground infiltration system is at 888 feet, thus providing the required three feet of vertical separation (Rule J, subsection 3.1biiA).

The underground infiltration system beneath the track (4C) is associated with boring ST-C. This 59 foot deep boring showed generally sands with a silty clay pocket at roughly 35 feet below grade. . Because groundwater was not observed at the termination depth of the boring (elevation 839 feet), the groundwater level is assumed to be no higher than elevation 839 feet The proposed bottom of the underground infiltration system is at 891.7 feet, thus providing the required three feet of vertical separation (Rule J, subsection 3.1biiA).

Infiltration basin 5A is associated with soil boring ST-A. This 60 foot deep boring showed generally poorly graded sand and silt. The top six feet of fill/clay will be amended in order to provide a sandy soil for infiltration. Groundwater was encountered at an elevation of roughly 881.5. Because the bottom of the proposed basin is at 892.0, the required three feet of vertical separation is provided (Rule J, subsection 3.1biiA).

Infiltration basin 3A is associated with soil boring ST-D. This 14 foot deep boring shows poorly graded sand and silt and did not encounter any groundwater. Because groundwater was not observed at the termination depth of the boring (elevation 885.5 feet), the groundwater level is assumed to be no higher than elevation 885.5 feet. The proposed bottom of the infiltration basin is at elevation 898 feet, thus providing the required three feet of vertical separation (Rule J, subsection 3.1biiA).

The RPBCWD engineer concurs with the applicant that the existing site constraints, such as a parking lot and sports track, combined with the depth of the proposed infiltration facilities make it impractical to accurately determine the infiltration capacity of the soils at the bottom of the four stormwater management facilities, as required by Rule J, Subsection 3.1.b.ii.c. Because it is not practical to measure

the infiltration capacity at the bottom of the proposed stormwater management facilities, the engineer concurs with the applicant’s use of a design infiltration rate half the rate recommended in the MN Stormwater manual for the soils present at the site. Based on the design infiltration rate of 0.225 inches per hour for silty sand, the BMPs will drawdown within 48 hours (Rule J, subsection 3.1biii). The table below summarizes the volume abstraction for the site based on the design infiltration rate.

	Abstraction Depth (inches)	Abstraction Volume (cubic feet)
Requirement	1.1	43,090
Provided	1.1	43,409

The applicant must submit documentation during construction verifying the infiltration capacity of the soils and that the volume control capacity is calculated using the measured infiltration rate prior to project close-out. If infiltration capacity is less than needed to conform with the volume abstraction requirement in subsection 3.1b, design modifications to achieve compliance with RPBCWD requirements will need to be submitted (in the form of an application for a permit modification or new permit).

**Water Quality Management**

Subsection 3.1.c of Rule J requires the Applicant provide volume abstraction in accordance with 3.1b or least 60 percent annual removal efficiency for total phosphorus (TP), and at least 90 percent annual removal efficiency for total suspended solids (TSS) from site runoff, and no net increase in TSS or TP loading leaving the site from existing conditions. Because the BMPs proposed by the applicant provide more volume abstraction than is require in accordance with 3.1b and the engineer concurs with the modeling, the engineer finds that the proposed project is in conformance with Rule J, Subsection 3.1.c.

**Low floor Elevation**

No structure may be constructed or reconstructed such that its lowest floor elevation is less than 2 feet above the 100-year event flood elevation or less than 1 foot above the emergency overflow according to Rule J, Subsection 3.6. The low floor elevation of the homes and the adjacent stormwater management feature is summarized below and shows proposed project is in conformance with Rule J, subsection 3.6.

Stormwater Facility	Low Floor Elevation of Building (feet)	100-year Event Flood Elevation of Adjacent Stormwater Facility (feet)	Freeboard to 100-year Event (feet)
Infiltration Basin 3A	903.9	899.0	4.9
Underground 4A	905.1	891.9	13.2
Underground 4C	905.1	894.5	10.6
Infiltration Basin 5A	903.9	893.9	10.0

### ***Maintenance***

Subsection 3.7 of Rule J requires the submission of a maintenance plan. All stormwater management structures and facilities must be designed for maintenance access and properly maintained in perpetuity to assure that they continue to function as designed. A draft maintenance was provided by the applicant on April 21, 2020 for review. To conform to the RPBCWD Rule J the following revisions are needed:

- J1. Permit applicant must work with district staff and engineer to revise the maintenance and inspection agreement to incorporate the facilities proposed under this application, including the pre-treatment facilities and, for proprietary systems proposed for both pre-treatment and stormwater management, incorporating manufacturer-specified maintenance.

### ***Wetland Protection***

Subsection 3.10 of Rule J requires that no activity subject to this rule may alter a site in a manner that alters the bounce in water level, duration of inundation, or change the runout elevation in the subwatershed in which the site is located for any wetland receiving discharge directly from the site. The applicant provided hydrologic modeling to demonstrate, and the engineer concurs, that the proposed flow rate and volumes flowing towards the wetland will be less than than under existing conditions, thus resulting in no increase in the 10-year bounce or the inundation periods for the 1-, 2- and 10-year events conforming to the requirements in Rule J, Table J1. The drawings indicate the proposed work will not impact the runout elevation of the wetland. Therefore, the project meets the Bounce and Inundation criterion and is in conformance with Rule J, subsection 3.10a.

Rule J, Subsection 3.10b requires that treatment of runoff to medium value wetlands meet the water quality treatment criteria in Rule J, subsection 3.1c. Because the Applicant is proposing the construction of two infiltration systems and two underground infiltration systems providing the volume abstraction required in accordance with 3.1b, the proposed system complies with water quality criteria 3.1ci, thus the engineer finds that the proposed project is in conformance with Rule J, Subsection 3.10b.

### ***Chloride Management***

Subsection 3.8 of Rule J requires the submission of chloride management plan that designates the individual authorized to implement the chloride management plan and the MPCA-certified salt applicator engaged in implementing the plan. To close out the permit the applicant must provide a chloride management plan that designates the individual authorized to implement the chloride management plan and the MPCA-certified salt applicator engaged in implementing the plan at the site.

### **Applicable General Requirements:**

1. The RPBCWD Administrator and Engineer shall be notified at least three days prior to commencement of work.

2. Construction shall be consistent with the plans and specifications approved by the District as a part of the permitting process. The date of the approved plans and specifications is listed on the permit.
3. Return or allowed expiration of any remaining surety and permit close out is dependent on the permit holder providing proof that all required documents have been recorded and providing as-built drawings that show that the project was constructed as approved by the Managers and in conformance with the RPBCWD rules and regulations.

**Findings:**

1. The proposed project includes the information necessary, plan sheets and erosion control plan for review.
2. The proposed project conforms to Rule C and will conform to Rules D and J if the Rule Specific Permit Conditions listed above are met.

**Recommendation:**

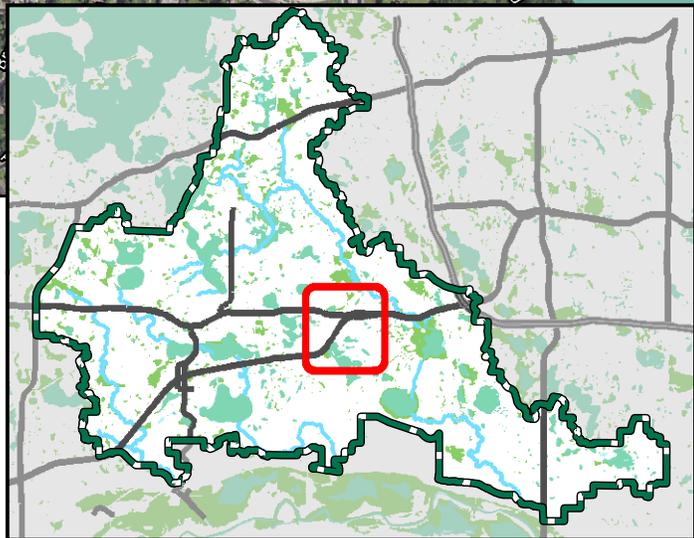
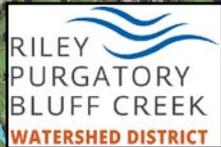
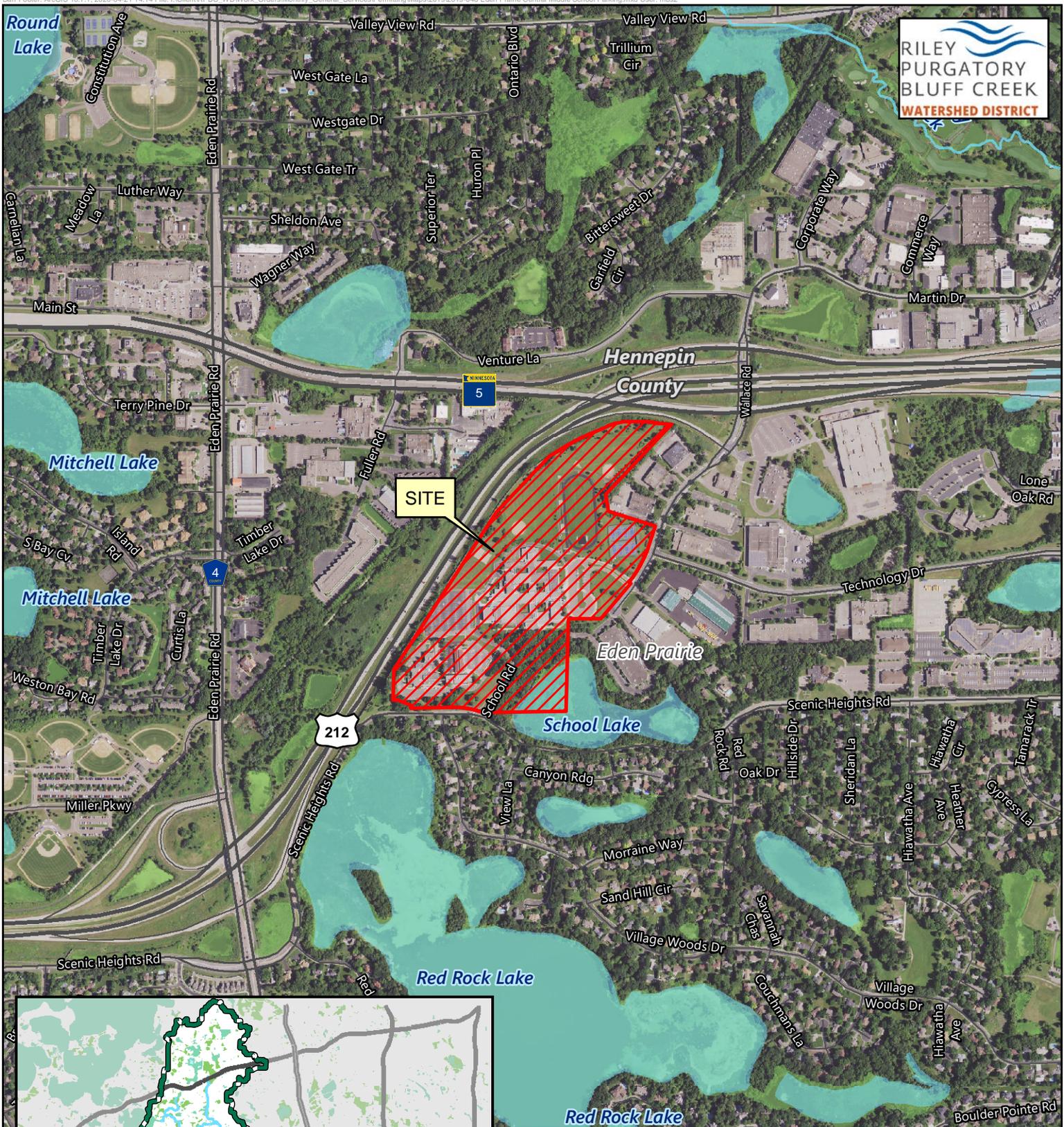
Approval of the permit issuance contingent upon:

1. Continued compliance with General Requirements.
2. The plans and specifications must identify the installation date of the buffer markers, which must be set to ensure protection of buffer area during and after land-disturbing activities. This information is needed prior to issuance of the permit (Rule D, Subsection 3.4a)
3. Buffer areas and maintenance requirements must be documented in an updated agreement after review and approval by RPBCWD in accordance with Rule D, Subsection 3.5. The maintenance agreement must also include an exhibit clearly showing the buffer area and monument locations.
4. Permit applicant must work with district staff and engineer to revise the maintenance and inspection agreement as needed and applicant must execute the revised agreement after approval by RPBCWD staff and engineer.

By accepting the permit, when issued, the applicant agrees to the following stipulations:

1. Per Rule J Subsection 4.5, upon completion of the site work, the permittee must submit as-built drawings demonstrating that at the time of final stabilization, stormwater facilities conform to design specifications as approved by the District.
2. The work on the Central Middle School parcel under the terms of permit 2019-048, if issued, must have an impervious surface area and configuration materially consistent with the approved plans. Design that differs materially from the approved plans (e.g., in terms of total impervious area) will need to be the subject of a request for a permit modification or new permit, which will be subject to review for compliance with all applicable regulatory requirements.

3. To close out the permit, the applicant must provide a chloride management plan that designates the individual authorized to implement the chloride management plan and the MPCA-certified salt applicator engaged in implementing the plan at the site.
4. Per Rule J, Subsection 3.1.b.ii measured infiltration capacity of the soils at the bottom of each of the four infiltration systems must be provided. The applicant must submit documentation verifying the infiltration capacity of the soils and that the volume control capacity is calculated using the measured infiltration rate. If infiltration capacity is less than needed to conform with the volume abstraction requirement in subsection 3.1b, design modifications to achieve compliance with RPBCWD requirements will need to be submitted (in the form of an application for a permit modification or new permit).



Permit Location Map



Feet



EDEN PRAIRIE CENTRAL  
MIDDLE SCHOOL PARKING  
**Permit 2019-048**  
Riley Purgatory Bluff Creek  
Watershed District



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**PROJECT NAME & ADDRESS**  
 EDEN PRAIRIE -  
 CENTRAL MIDDLE  
 SCHOOL ADDITIONS &  
 REMODELS - 2020

800 School Road  
 Eden Prairie, MN 55344

I hereby certify that I am a duly Licensed Professional Engineer in the State of Minnesota and that I am the author of the design and construction documents herein.

DAVID A. SKV  
 Professional Engineer  
 License No. 10713  
 State of Minnesota  
 Date: 10/13/2020

No.	Revisions Description	Date
01	FOR PERMITS	10/13/2020
02	FOR PERMITS	10/13/2020
03	FOR PERMITS	10/13/2020
04	FOR PERMITS	10/13/2020
05	FOR PERMITS	10/13/2020
06	FOR PERMITS	10/13/2020
07	FOR PERMITS	10/13/2020
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47	FOR PERMITS	10/13/2020
48	FOR PERMITS	10/13/2020
49	FOR PERMITS	10/13/2020
50	FOR PERMITS	10/13/2020

Project Number: 20099 Date: 10/13/2020  
 Drawn By: BJD Checked By: DAE  
**SHEET TITLE & NUMBER**  
 WETLAND BUFFER



PARCEL LINE DATA

LINE	START POINT	END POINT	LENGTH
01	108.50	200.00	191.50
02	117.00	200.00	83.00
03	200.00	200.00	191.50

PARCEL LINE DATA

LINE	START POINT	END POINT	LENGTH
01	108.50	200.00	191.50
02	117.00	200.00	83.00
03	200.00	200.00	191.50

WEST LINE OF HWY 16  
 NORTH LINE OF HWY 16  
 SOUTH LINE OF HWY 16

WETLAND BUFFER MONUMENT



STAY IN WATER  
 WATER TREATMENT  
 SYSTEMS  
 10000 W. 130TH AVENUE  
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 TEL: 952.461.1111  
 WWW.STAYINWATER.COM





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 WWW.AJAASSOCIATES.COM

PROJECT NAME & ADDRESS

**EDEN PRAIRIE - CENTRAL MIDDLE SCHOOL ADDITIONS & REMODELS - 2020**

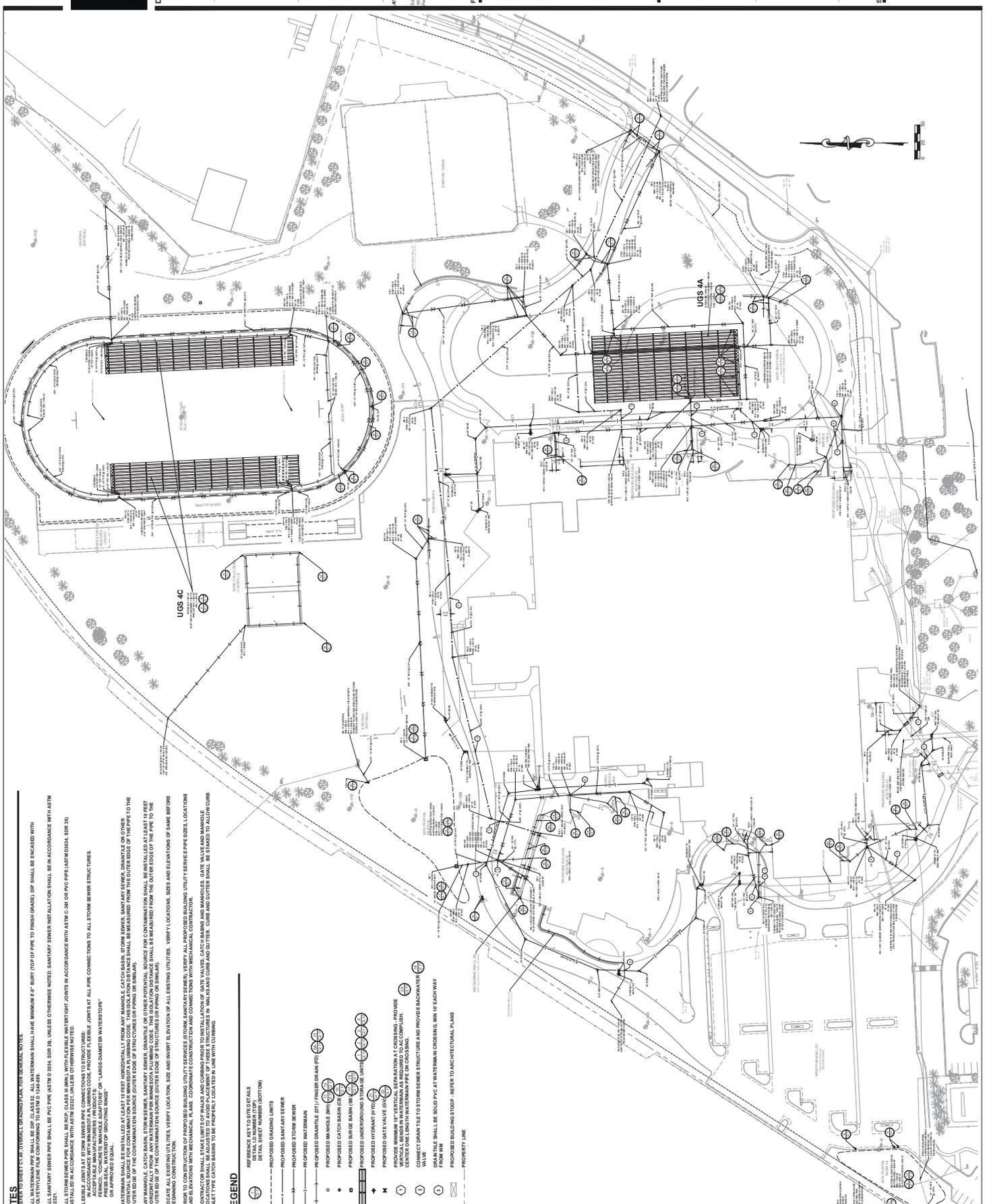
803 School Road  
 Eden Prairie, MN 55344

DESIGNED BY: DAVID A. RY  
 PROJECT NO.: 13089  
 DATE: 03/17/2020  
 SHEET NO.: 010

No.	REVISION DESCRIBED	DATE
1	CONCEALED DRAWING	04/02/20

Project Number: 13089 Date: 03/17/2020  
 Drawn by: DJJ Checked by: DJJ  
 SHEET TITLE & NUMBER

**OVERALL UTILITY PLAN**  
**C1.50**



- NOTES**
- REFER TO SHEET C1.01 FOR UTILITY PLAN CONFORMANCE NOTES.
  - FOR ALL UTILITY PIPES TO BE INSTALLED IN FINISH GRADE, 18" BURY (TOP OF PIPE TO FINISH GRADE) IS REQUIRED UNLESS OTHERWISE NOTED. SANITARY SEWER INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM D2231.
  - ALL SANITARY SEWER PIPE SHALL BE PVC PIPE ASTM D 3034, SDR 26, UNLESS OTHERWISE NOTED. SANITARY SEWER INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM D2231.
  - ALL UTILITY PIPES SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2231, UNLESS OTHERWISE NOTED.
  - FLANGIBLE JOINTS AT STORM SEWER PIPE CONNECTIONS TO ALL STORM SEWER STRUCTURES.
  - IN ACCORDANCE WITH MINNESOTA PLUMBING CODE, PROVIDE FLANGIBLE JOINTS AT ALL PIPE CONNECTIONS TO ALL STORM SEWER STRUCTURES.
  - WATERMAN SHALL BE INSTALLED AT LEAST 18 FEET HORIZONTALLY FROM ANY MANHOLE, CATCH BASIN, STORM SEWER, SANITARY SEWER, DRAIN TILE OR OTHER OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR PIPING OR SIMILAR).
  - ANY MANHOLE, CATCH BASIN, STORM SEWER, SANITARY SEWER, DRAIN TILE OR OTHER POTENTIAL SOURCE FOR CONTAMINATION SHALL BE INSTALLED AT LEAST 18 FEET OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR PIPING OR SIMILAR).
  - LOCATE ALL EXISTING UTILITIES, LOCATION, SIZE AND INVERT ELEVATION OF ALL EXISTING UTILITIES. VERIFY LOCATIONS, SIZES AND ELEVATIONS OF SAME BEFORE BEGINNING CONSTRUCTION.
  - PRIOR TO CONSTRUCTION OF PROPOSED SEWER STRUCTURES, VERIFY ALL PROPOSED BUILDING UTILITY SERVICE PIPE SIZES, LOCATIONS AND ELEVATIONS. VERIFY ALL PROPOSED BUILDING UTILITY SERVICE PIPE SIZES, LOCATIONS AND ELEVATIONS.
  - CONTRACTOR SHALL STAKE LIMITS OF WALKS AND CURBS PRIOR TO INSTALLATION OF GATE VALVES, CATCH BASINS AND MANHOLES. GATE VALVE AND MANHOLE LOCATIONS SHALL BE ADJUSTED TO AVOID PLACEMENT OF THESE STRUCTURES IN WALKS AND CURBS AND GUTTER. CURB AND GUTTER SHALL BE STAKED TO ALLOW CURB INLET TYPE CATCH BASINS TO BE PROPERLY LOCATED IN LINE WITH CURBS.

- LEGEND**
- MANHOLE WITH COVER DETAILS (DETAIL SHEET NUMBER BOTTOM)
  - PROPOSED DRAIN TILE
  - PROPOSED SANITARY SEWER
  - PROPOSED STORM SEWER
  - PROPOSED WATERMAN
  - PROPOSED DRAIN TILE (DT) / FINGER OR AN (FO)
  - PROPOSED MANHOLE (MH)
  - PROPOSED CATCH BASIN (CB)
  - PROPOSED SDR 26 BASKET (BASKET)
  - PROPOSED UNDERGROUND STORAGE TANK (UST)
  - PROPOSED HYDRANT (HYDRANT)
  - PROPOSED GATE VALVE (GV)
  - PROVIDE MINIMUM 18" WATERMAN AT CROSSING. PROVIDE VERTICAL BENDS IN WATERMAN AS REQUIRED TO ACCOMPLISH CENTER LINE LENGTH WATERMAN PIPE ON CROSSING.
  - VALVE
  - DRAIN TILE TO STORM SEWER STRUCTURE AND PROVIDE BACKWATER
  - DRAIN TILE SHALL BE SOLID PVC AT WATERMAN CROSSING, MIN 18" EACH WAY FROM WM
  - PROPOSED BUILDING STOOP - REFER TO ARCHITECTURAL PLANS
  - PROPERTY LINE



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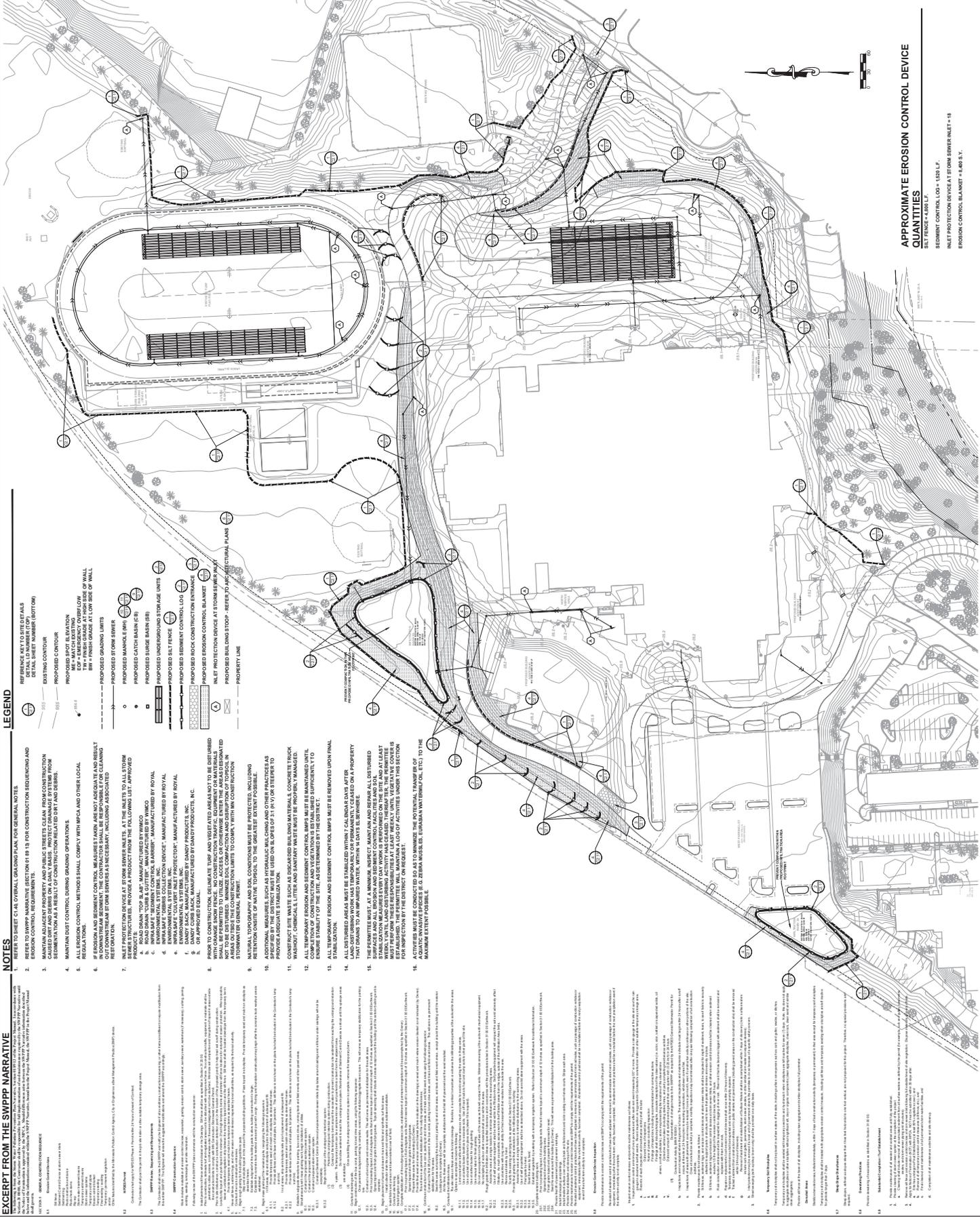
**PROJECT NAME & ADDRESS**  
**EDEN PRAIRIE - CENTRAL MIDDLE SCHOOL ADDITIONS & REMODELS - 2020**  
 800 School Road  
 Eden Prairie, MN 55344

**DESIGNER**  
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**DATE**  
 02/17/2020  
**BY**  
 JAVIER KUMAR  
**DATE**  
 02/17/2020  
**BY**  
 JAVIER KUMAR

**PROJECT NUMBER**  
 13899  
**DATE**  
 02/17/2020  
**DRAWN BY**  
 JP  
**CHECKED BY**  
 JP

**SHEET TITLE & NUMBER**  
**OVERALL SWPPP**  
**C1.60**



**LEGEND**

- 1. PROPOSED STORM SEWER
- 2. PROPOSED SILT FENCE
- 3. PROPOSED UNDERGROUND STORAGE UNITS
- 4. PROPOSED SEDIMENT CONTROL LOG
- 5. PROPOSED ROCK CONSTRUCTION ENTRANCE
- 6. PROPOSED EROSION CONTROL BLANKET
- 7. INLET PROTECTION DEVICE AT STORM SEWER INLET
- 8. PROPOSED BUILDING STOOP - REFER TO ARCHITECTURAL PLANS
- 9. PROPERTY LINE

- NOTES**
1. REFER TO SHEET C1.46 OVERALL GRADING PLAN FOR GENERAL NOTES.
  2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SWPPP REQUIREMENTS AND EROSION CONTROL REQUIREMENTS.
  3. MAINTAIN ADJACENT PROPERTY AND PUBLIC STREETS CLEAN. PROMOTE PROTECTION OF ADJACENT PROPERTY AND PUBLIC STREETS AS A RESULT OF CONSTRUCTION RELATED DIRT AND DEBRIS.
  4. MAINTAIN BEST CONTROL DURING GROWING OPERATIONS.
  5. ALL EROSION CONTROL METHODS SHALL COMPLY WITH MPCA AND OTHER LOCAL REGULATIONS.
  6. IF EROSION AND SEDIMENT CONTROL MEASURES ARE NOT ADEQUATE AND RESULT IN EXCESSIVE EROSION AND SEDIMENTATION, THE CONTRACTOR SHALL TAKE IMMEDIATE ACTION TO CORRECT THE SITUATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FOR ANY CORRECTIVE ACTION.
  7. THE CONTRACTOR SHALL PROVIDE A PRODUCT FROM THE FOLLOWING LIST APPROVED FOR USE IN WISCONSIN:
    - a. ROAD DRAIN "TOP BLANKET" MANUFACTURED BY WICO.
    - b. "SILT FENCE" MANUFACTURED BY WICO.
    - c. "SILT FENCE" MANUFACTURED BY WICO.
    - d. "SILT FENCE" MANUFACTURED BY WICO.
    - e. "SILT FENCE" MANUFACTURED BY WICO.
    - f. "SILT FENCE" MANUFACTURED BY WICO.
    - g. "SILT FENCE" MANUFACTURED BY WICO.
    - h. "SILT FENCE" MANUFACTURED BY WICO.
    - i. "SILT FENCE" MANUFACTURED BY WICO.
    - j. "SILT FENCE" MANUFACTURED BY WICO.
    - k. "SILT FENCE" MANUFACTURED BY WICO.
    - l. "SILT FENCE" MANUFACTURED BY WICO.
    - m. "SILT FENCE" MANUFACTURED BY WICO.
    - n. "SILT FENCE" MANUFACTURED BY WICO.
    - o. "SILT FENCE" MANUFACTURED BY WICO.
    - p. "SILT FENCE" MANUFACTURED BY WICO.
    - q. "SILT FENCE" MANUFACTURED BY WICO.
    - r. "SILT FENCE" MANUFACTURED BY WICO.
    - s. "SILT FENCE" MANUFACTURED BY WICO.
    - t. "SILT FENCE" MANUFACTURED BY WICO.
    - u. "SILT FENCE" MANUFACTURED BY WICO.
    - v. "SILT FENCE" MANUFACTURED BY WICO.
    - w. "SILT FENCE" MANUFACTURED BY WICO.
    - x. "SILT FENCE" MANUFACTURED BY WICO.
    - y. "SILT FENCE" MANUFACTURED BY WICO.
    - z. "SILT FENCE" MANUFACTURED BY WICO.
  8. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT A VISUAL INSPECTION OF THE SITE TO IDENTIFY ANY AREAS THAT MAY BE AFFECTED BY CONSTRUCTION. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT THESE AREAS FROM CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL CONSTRUCTION ACTIVITIES AND THE RESULTS OF VISUAL INSPECTIONS.
  9. NATURAL TOPOGRAPHY AND SOIL CONDITIONS MUST BE PROTECTED, INCLUDING RETENTION OF NATIVE TOPSOIL TO THE GREATEST EXTENT POSSIBLE.
  10. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT ANY AREAS THAT MAY BE AFFECTED BY CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL CONSTRUCTION ACTIVITIES AND THE RESULTS OF VISUAL INSPECTIONS.
  11. CONSTRUCT SITE WASTE SHALE DISCARDED BUILDING MATERIALS CONCRETE BRICK AND BLOCKS AND OTHER DEBRIS SHALL BE STORED IN A DESIGNATED AREA. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT THESE AREAS FROM CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL CONSTRUCTION ACTIVITIES AND THE RESULTS OF VISUAL INSPECTIONS.
  12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL COMPLETION OF CONSTRUCTION AND VEGETATION IS ESTABLISHED SUFFICIENTLY TO PROTECT THE SITE. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT THESE AREAS FROM CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL CONSTRUCTION ACTIVITIES AND THE RESULTS OF VISUAL INSPECTIONS.
  13. ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 14 DAYS OF COMPLETION OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT THESE AREAS FROM CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL CONSTRUCTION ACTIVITIES AND THE RESULTS OF VISUAL INSPECTIONS.
  14. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT ANY AREAS THAT MAY BE AFFECTED BY CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL CONSTRUCTION ACTIVITIES AND THE RESULTS OF VISUAL INSPECTIONS.
  15. THE PERMITTEE MUST AT A MINIMUM, INSPECT MAINTAIN AND REPAIR ALL DISTURBED AREAS AND ALL EROSION AND SEDIMENT CONTROL MEASURES AT LEAST ONCE PER WEEK DURING ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL CONSTRUCTION ACTIVITIES AND THE RESULTS OF VISUAL INSPECTIONS.
  16. ACTIVITIES MUST BE CONDUCTED SO AS TO MINIMIZE THE POTENTIAL TRANSPORT OF A HAZARDOUS MATERIALS (E.G. ZEPHRUS, MULLER, LUMINAN, WATERMOL, ETC.) TO THE MAXIMUM EXTENT POSSIBLE.

**APPROXIMATE EROSION CONTROL DEVICE QUANTITIES**  
 SEDIMENT CONTROL LOGS = 1200 LF.  
 SILT FENCE = 4000 LF.  
 INLET PROTECTION DEVICE AT STORM SEWER INLET = 18  
 EROSION CONTROL BLANKET = 8,000 S.Y.



18681 Lake Drive East  
Chanhassen, MN 55317  
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## Riley Purgatory Bluff Creek Watershed District Permit Application Review

**Permit No:** 2020-011

**Considered at Board of Managers Meeting:** May 6, 2020

**Received complete:** April 2, 2020

**Applicant:** ISD #276, Paul Bourgeois

**Consultant:** Inspec, Inc., Cliff Buhman

**Project:** Minnetonka High School 2020 Parking Lot Addition – Construction of a new parking area, including new bituminous pavement, concrete curb and gutter, and storm sewer on the Minnetonka High School property. A subsurface stormwater management system will provide stormwater rate, volume and water quality control.

**Location:** 18301 Highway 7, Minnetonka, MN

**Reviewer:** Louise Heffernan and Scott Sobiech, P.E., Barr Engineering

### Proposed Board Action

Manager \_\_\_\_\_ moved and Manager \_\_\_\_\_ seconded adoption of the following resolutions based on the permit report that follows and the presentation of the matter at the May 6, 2020 meeting of the managers:

Resolved that the application for Permit 2020-011 is approved, subject to the conditions and stipulations set forth in the Recommendations section of the attached report;

Resolved that on determination by the RPBCWD administrator that the conditions of approval have been affirmatively resolved, the RPBCWD president or administrator is authorized and directed to sign and deliver Permit 2020-011 to the applicant on behalf of RPBCWD.

Upon vote, the resolutions were adopted, \_\_\_\_\_ [VOTE TALLY].

**Applicable Rule Conformance Summary**

Rule	Issue	Conforms to RBPCWD Rules?	Comments	
<b>C</b>	<b>Erosion Control Plan</b>	See Comment.	See Rule Specific Permit Condition C1	
<b>D</b>	<b>Wetland and Creek Buffers</b>	Yes.		
<b>J</b>	<b>Stormwater Management</b>	Rate	Yes	
		Volume	Yes	
		Water Quality	Yes	
		Low Floor Elev.	Yes	
		Maintenance	See Comment	See Rule Specific Permit Condition J1
		Chloride Management	See Comment	See Stipulation #3
<b>L</b>	<b>Permit Fee Deposit</b>	NA	Governmental Agency.	
<b>M</b>	<b>Financial Assurance</b>	NA	Governmental Agency.	

**Background**

The proposed redevelopment includes the addition of a new parking area adjacent to the existing tennis courts and athletic fields at Minnetonka High School, 18301 Highway 7, Minnetonka, MN. Proposed work includes a bituminous parking area, bituminous trail sections, concrete curb and gutter, utility improvements, grading and landscaping. The proposed bituminous parking area addition will tie in with the existing parking area located north of the tennis courts. The proposed bituminous trail section will tie in with the existing walking trail northwest of the tennis courts.

Stormwater management will be provided by a subsurface stormwater management facility beneath the proposed parking area addition. The subsurface stormwater management system will provide stormwater rate, volume and water quality control. The proposed subsurface stormwater management system consists of open-bottom corrugated wall stormwater collection chambers surrounded by free draining stone to promote infiltration below the facility outlet. The subsurface stormwater management system will accept runoff from the proposed parking area addition and a portion of the existing parking area north of the tennis courts, and convey runoff to an existing storm sewer system tributary to the downstream wetland.

A portion of surface runoff from the Minnetonka High School site drains via overland flow to a downgradient Wetland Conservation Act (WCA) protected wetland. Under previously approved Permit 2016-010 at the Minnetonka High School property, the applicant provided a wetland delineation report, type and boundary determination, and MnRAM assessment based on a field investigation conducted on

April 14, 2016. According to the MnRAM assessment and RPBCWD, Rule D Appendix D1, the wetland is rated as medium value. Under Rule D, Subsection 3.2.b.iii buffer must average of 40 feet from the delineated edge of the wetland, minimum 20 feet. Under Permit 2016-010, the applicant established wetland buffers for the wetland which are 40 feet wide, thus conforming to the criteria identified in Rule D, Subsection 3.1a for medium value wetlands.

Five permits have previously been issued for work at the Minnetonka High School property. Relevant project site information is provided below.

Site Information	Permit 2015-048	Permit 2016-010	Permit 2016-012	Permit 2017-036	Permit 2018-071	Permit 2020-011 (Current)	Site Aggregate (Includes Six Projects)
Total Site Area <sup>3</sup> (acres)	96.88	96.88	96.88	96.88	96.88	96.88	96.88
Existing Site Impervious Area (acres)	32.88	33.68	33.78	34.35	34.50	35.82	32.88 <sup>1</sup>
New (increase) in Site Impervious Area	0.81	0.10	0.57	0.15	1.32	0.15	3.09
Percent Increase in Impervious Surface	2.4	0.3	1.7	0.4	3.8	0.4	9.4 <sup>2</sup>
Disturbed Site Impervious Area (acres)	1.52	0.10	0.20	0	0	0.06	1.9
Percent Disturbance of Existing Impervious Surface	4.6	0.3	0.6	0	0	0.2	5.7 <sup>2</sup>
Total Disturbed Area (acres)	1.84	0.22	0.80	0.30	1.49	0.24	4.90

<sup>1</sup>Pre-2015 project existing conditions

<sup>2</sup>Calculated based on pre-2015 project existing conditions (Common Scheme of Development Rule J, Subsection 2.5)

<sup>3</sup>Minnetonka High School property comprises five adjacent parcels under common or related ownership.

### Rule C: Erosion Prevention and Sediment Control

Because the project will involve 0.24 acres of land-disturbing activity, the project must conform to the requirements in the RPBCWD Erosion Prevention and Sediment Control rule (Rule C, Subsection 2.1). The erosion and sediment control plan prepared by Inspec, Inc. includes installation of bioroll, inlet protection for storm sewer catch basins, a stabilized rock construction entrance, decompaction of areas compacted during construction, six inches of topsoil, and retention of native topsoil onsite. To conform to RPBCWD Rule C requirements, the following revisions are needed:

- C1. The Applicant must provide the name and contact information of the general contractor responsible for erosion prevention and sediment control at the site. RPBCWD must be notified if

the responsible party changes during the permit term. This information is required prior to issuance of the permit.

#### **Rule D: Wetland and Creek Buffers**

Because the proposed work triggers a permit under RPBCWD Rule J (see analysis below) and there is a wetland downgradient from the proposed construction activities, Rule D, Subsections 2.1a and 3.1 require buffer on the edge of the wetland downgradient from the area to be disturbed. The proposed project does not involve disturbance of the wetland.

Under previously approved Permit 2016-010 at the Minnetonka High School property, the applicant provided a wetland delineation report, including type and boundary determination, based on a field investigation conducted on April 14, 2016. A MNRAM for the site has been completed, and the wetland value was determined to be medium. Under Rule D, Subsection 3.2.b.iii the wetland buffer must average of 40 feet from the delineated edge of the wetland, minimum 20 feet. The applicant provided a wetland buffer for the wetland which are 40 feet wide, thus conforming to the criteria identified in Rule D, Subsection 3.2b for medium value wetlands. The applicant provided buffer marker locations consistent with criteria in Rule D, Subsection 3.4. A note on the drawing require the contractor construct the project so as to minimize the potential transfer of aquatic invasive species (e.g., zebra mussels, Eurasian watermilfoil, etc.) to the maximum extent possible conforming to Rule D, Subsection 3.5.

The written maintenance agreement was entered into as a part of Permit 2016-010 and the buffer has been established and maintained as required. The proposed project conforms to the wetland and creek buffer requirements of Rule D.

#### **Rule J: Stormwater Management**

Because the project will disturb 0.24 acres of land-surface area, the project must meet the criteria of RPBCWD's Stormwater Management rule (Rule J, Subsection 2.1). Under paragraph 2.5 of Rule J, Common Scheme of Development, activities subject to Rule J on a parcel or adjacent parcels under common or related ownership will be considered in the aggregate, and the requirements applicable to the activity under this rule will be determined with respect to all development that has occurred on the site or on adjacent sites under common or related ownership since the date this rule took effect (January 1, 2015). Because five projects have been permitted since the rules took effect (RPBCWD Permit 2015-048, 2016-010, 2016-012, 2017-036 and 2018-071), the current activities proposed must be considered in aggregate with the activities proposed under this application, Permit 2020-011.

The criteria listed in Subsection 3.1 will only apply to the disturbed areas on the project site because the project, when considered in aggregate with the other permitted activities at the site, increases the imperviousness by 9.4 percent and disturbs a combined 5.7 percent of the existing impervious surface on the site (Rule J, Subsection 2.3) – well under the 50 percent disturbed or expanded impervious area threshold for applicability of stormwater management requirements.

The applicant is proposing construction of a subsurface stormwater management system to provide the rate control, volume abstraction and water quality management for the disturbed areas and additional impervious surface on the site resulting from activities permitted under the current project.

Pretreatment is being provided by two sump manholes.

**Rate Control**

In order to meet the rate control criteria listed in Subsection 3.1.a, the 2-, 10-, and 100-year post development peak runoff rates must be equal to or less than the existing discharge rates at all locations where stormwater leaves the site. The applicant used a HydroCAD hydrologic model to simulate runoff rates for pre- and post-development conditions for the 2-, 10-, and 100-year frequency storm events using a nested rainfall distribution, and a 100-year frequency, 10-day snowmelt event. The existing and proposed discharges from the site are summarized in the table below. The proposed project is in conformance with RPBCWD Rule J, Subsection 3.1.a.

Modeled Discharge Location	2-Year Discharge (cfs)		10-Year Discharge (cfs)		100-Year Discharge (cfs)		10-Day Snowmelt (cfs)	
	Ex	Prop	Ex	Prop	Ex	Prop	Ex	Prop
Storm Sewer	0.6	0.0	1.1	0.2	2.1	0.7	0.1	<0.1

**Volume Abstraction**

Subsection 3.1.b and 2.3 of Rule J require the abstraction onsite of 1.1 inches of runoff from all disturbed and additional impervious surface of the site. An abstraction volume of 827 cubic feet is required from the 0.21 acres of new and reconstructed impervious area on the project for volume retention.

Northern Technologies, LLC (NTI) advanced four (4) borings in the location of the proposed subsurface detention and infiltration practice. The soil borings performed by NTI on March 3, 2020 show that soils in located of the proposed subsurface stormwater management system are primarily clayey sands (SC) and silty sands (SM). The four borings indicated Type B and D soils at the infiltration elevation of the facility and to a depth of more than five feet below this elevation. The MN Stormwater Manual indicates an infiltration rate of 0.06 inches per hour and 0.45 inches per hour for clayey sand and silty sand, respectively. Infiltration testing was performed by NTI on April 22<sup>nd</sup> at the proposed location of the stormwater management facility. The observed infiltration rates ranged between 0 to 0.5 inches per hour (in/hr). The engineer concurs with the applicants use of design infiltration rate of 0.125 in/hr beneath the infiltration basin based on rates measured at the site. With these infiltration rates, the infiltration BMP will drawdown within the required 48 hours.

The table below summarizes the volume abstraction for the site. The proposed project is in conformance with Rule J, Subsection 3.1.b.

Required Abstraction Depth (inches)	Required Abstraction Volume (cubic feet)	Provided Abstraction Depth (inches)	Provided Abstraction Volume (cubic feet)
1.1	827	1.5	1,132

Because groundwater was not observed at the termination depth of the boring (elevation 908.5 feet), the groundwater level is assumed to be no higher than elevation 908.5 feet. The bottom of the proposed subsurface stormwater management system is set at 918.5 feet, thus providing the required three feet of vertical separation (Rule J, subsection 3.1biiA). The engineer concurs with the modeling and finds that the proposed project conforms with Rule J, Subsection 3.1.b.

**Water Quality Management**

Subsection 3.1.c of Rule J requires the Applicant provide volume abstraction in accordance with 3.1b or least 60 percent annual removal efficiency for total phosphorus (TP), and at least 90 percent annual removal efficiency for total suspended solids (TSS) from site runoff, and no net increase in TSS or TP loading leaving the site from existing conditions. Because the BMPs proposed by the applicant provide more volume abstraction than is require by 3.1b and the engineer concurs with the modeling, the engineer finds that the proposed project is in conformance with Rule J, Subsection 3.1.c.

**Low floor Elevation**

No structure may be constructed or reconstructed such that its lowest floor elevation is less than 2 feet above the 100-year event flood elevation and no stormwater management system may be constructed or reconstructed in a manner that brings the low floor elevation of an adjacent structure into noncompliance according to Rule J, Subsection 3.6.

The low floor elevations of the structures and the adjacent proposed stormwater management system are summarized below. The RPBCWD Engineer concurs that the proposed project is in conformance with Rule J, Subsection 3.6.

Structure	Low Floor Elevation (feet)	100-year Event Flood Elevation (feet)	Freeboard (feet)
Track Building	926.77	920.54	6.23

**Maintenance**

Subsection 3.7 of Rule J requires the submission of a maintenance plan. All stormwater management structures and facilities must be designed for maintenance access and properly maintained in perpetuity to assure that they continue to function as designed. A draft maintenance was provided by the applicant on March 23, 2020 for review. To conform to the RPBCWD Rule J the following revisions are needed:

- J1. Permit applicant must work with district staff and engineer to revise the maintenance and inspection agreement to incorporate the facilities proposed under this application, including the pre-treatment facilities and the subsurface stormwater management system.

### ***Wetland Protection***

In accordance with Rule J, subsection 3.10a, there is no proposed activity subject to Rule J that will alter the site in a manner that increases the bounce in water level, duration of inundation, or change the runout elevation in the subwatershed, for the wetland receiving runoff from the land disturbing activities. Because the applicant's HydroCAD model results demonstrate, and the engineer concurs, that the proposed flow rate and volumes flowing towards the wetland are less than the under existing conditions, the bounce and inundation will not increase, thus the project meets the Bounce and Inundation criterion.

Rule J, Subsection 3.10b requires that treatment of runoff to medium value wetlands meet the water quality treatment criteria in Rule J, subsection 3.1c. Because the proposed subsurface stormwater management system provides the volume abstraction required in accordance with 3.1b, the proposed system complies with water quality criteria 3.1ci, thus the engineer finds that the proposed project is in conformance with Rule J, Subsection 3.10b.

### ***Chloride Management***

Subsection 3.8 of Rule J requires the submission of chloride management plan that designates the individual authorized to implement the chloride management plan and the MPCA-certified salt applicator engaged in implementing the plan. To close out the permit, the permit applicant must provide a chloride management plan that designates the individual authorized to implement the chloride management plan and the MPCA-certified salt applicator engaged in implementing the plan at the site.

### **Applicable General Requirements:**

1. The RPBCWD Administrator and Engineer shall be notified at least three days prior to commencement of work.
2. Construction shall be consistent with the plans and specifications approved by the District as a part of the permitting process. The date of the approved plans and specifications is listed on the permit.
3. Construction must be consistent with the plans, specifications, and models that were submitted by the applicant that were the basis of permit approval. The date(s) of the approved plans, specifications, and modeling are listed on the permit. The grant of the permit does not in any way relieve the permittee, its engineer, or other professional consultants of responsibility for the permitted work.
4. The grant of the permit does not relieve the permittee of any responsibility to obtain approval of any other regulatory body with authority.

5. The issuance of this permit does not convey any rights to either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations.
6. In all cases where the doing by the permittee of anything authorized by this permit involves the taking, using or damaging of any property, rights or interests of any other person or persons, or of any publicly owned lands or improvements or interests, the permittee, before proceeding therewith, must acquire all necessary property rights and interest.
7. RPBCWD's determination to issue this permit was made in reliance on the information provided by the applicant. Any substantive change in the work affecting the nature and extent of applicability of RPBCWD regulatory requirements or substantive changes in the methods or means of compliance with RPBCWD regulatory requirements must be the subject of an application for a permit modification to the RPBCWD.
8. If the conditions herein are met and the permit is issued by RPBCWD, the applicant, by accepting the permit, grants access to the site of the work at all reasonable times during and after construction to authorized representatives of the RPBCWD for inspection of the work.

### **Findings**

1. The proposed project includes the information necessary, plan sheets and erosion control plan for review.
2. The proposed project will conform to Rules C and J if the Rule Specific Permit Conditions listed above are met.

### **Recommendation:**

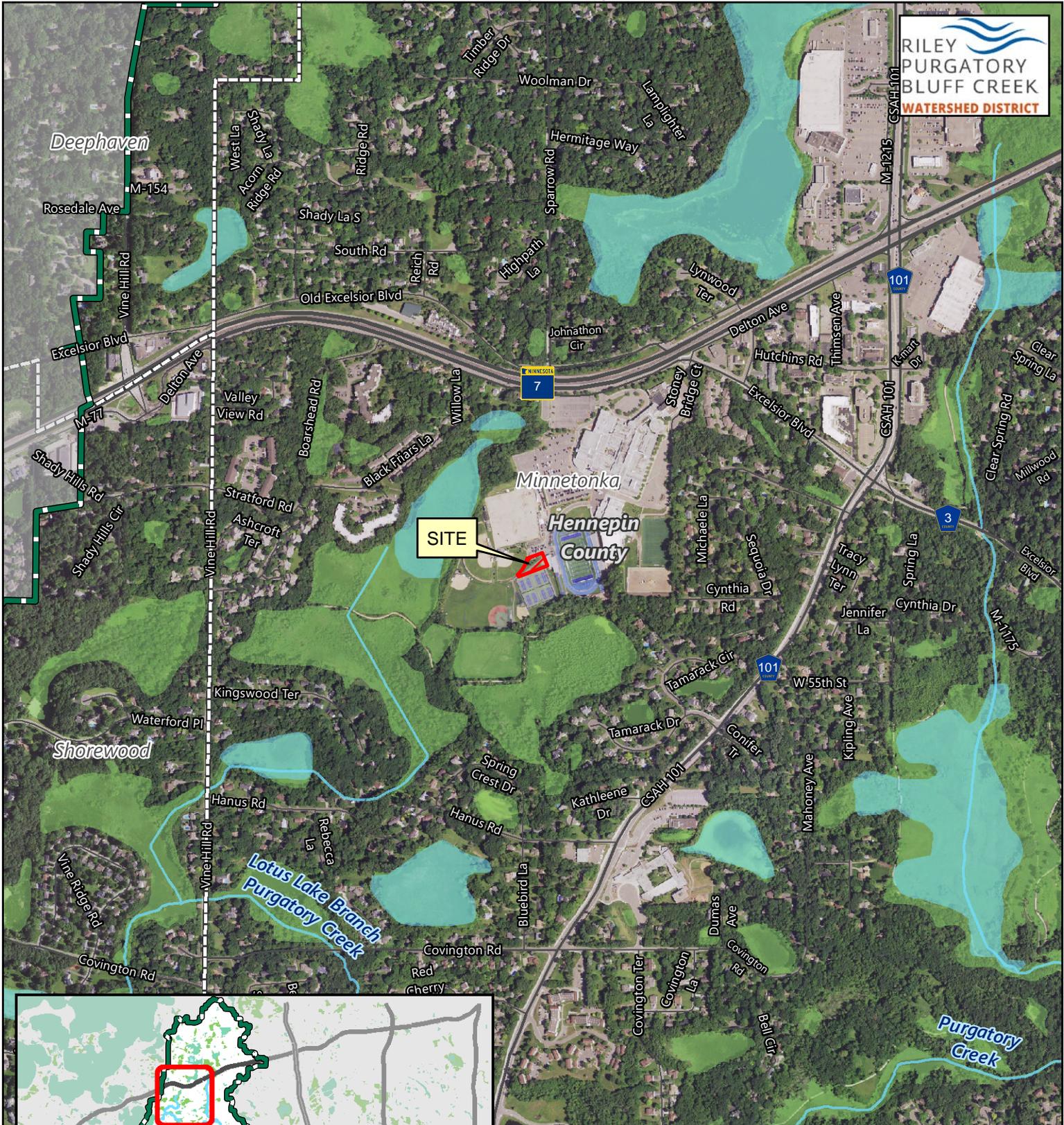
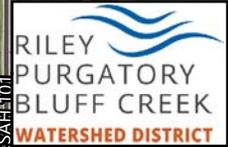
Approval, contingent upon:

1. Continued compliance with General Requirements.
2. The applicant providing the name and contact information of the general contractor responsible for erosion prevention and sediment control at the site.
3. The applicant working with district staff and engineer to revise the maintenance and inspection agreement as needed and applicant must execute the revised agreement after approval by RPBCWD staff and engineer.

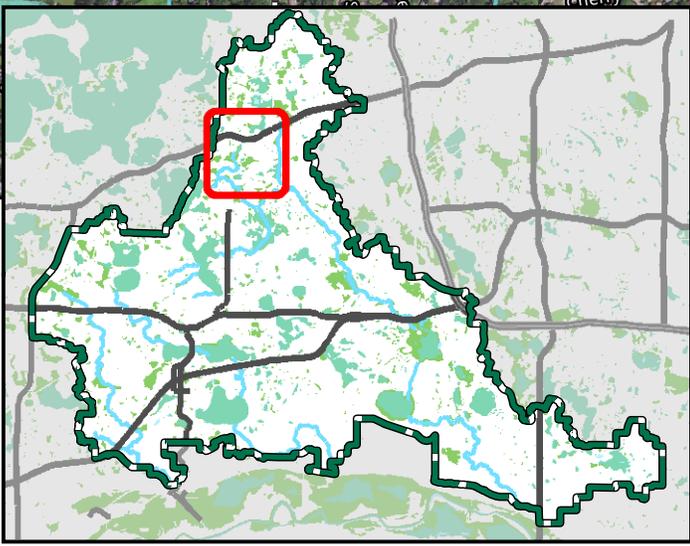
By accepting the permit, when issued, the applicant agrees to the following stipulations:

1. Per Rule J Subsection 4.5, upon completion of the site work, the permittee must submit as-built drawings demonstrating that at the time of final stabilization, the pretreatment manholes and subsurface stormwater facility conform to design specifications and function as intended and approved by the District. As-built/record drawings must be signed by a professional engineer licensed in Minnesota and include, but not limited to:
  - a) the surveyed bottom elevations, water levels, and general topography of all facilities;
  - b) the size, type, and surveyed invert elevations of all stormwater facility inlets and outlets;

- c) the surveyed elevations of all emergency overflows including stormwater facility, street, and other;
  - d) other important features to show that the project was constructed as approved by the Managers and protects the public health, welfare, and safety.
2. Providing the following additional close-out materials:
    - a) Documentation that constructed infiltration and filtration facilities perform as designed. This may include infiltration testing, flood testing, or other with prior approval from RPBCWD
    - b) Documentation that disturbed pervious areas remaining pervious have been decompacted per Rule C.2c criteria
  3. To close out the permit, the permit applicant must provide a chloride management plan that designates the individual authorized to implement the chloride management plan and the MPCA-certified salt applicator engaged in implementing the plan at the site.



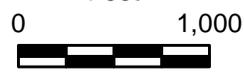
**SITE**



Permit Location Map



Feet



MINNETONKA HIGH SCHOOL  
2020 PARKING LOT  
**Permit 2020-011**  
Riley Purgatory Bluff Creek  
Watershed District



To: Board of Managers  
From: Claire Bleser, District Administrator  
Re: Consent Items 8f-i

Friday, May 1, 2020  
Dear Managers,

Please find included as consent items the following:

- f. Award Lake Riley Alum
- g. Approve 2019 Annual Report publication and public release
- h. Approve fund transfer from Upper Riley Creek to Middle Riley Creek for \$250,000
- i. Approve renewing grant agreement with Metropolitan Council on monitoring WOMP stations.

Staff recommends the Award of the Lake Riley Alum to HAB as detailed in Wenck's memo. Funds for this project are already accounted for in the 2020 Budget (line item: Lake Riley – Alum Treatment).

Staff recommends approval of the 2019 Annual Report and release of the report to the public, partners and agencies.

Staff recommends transferring funds from Upper Riley Creek to Middle Riley Creek to cover expenses for the restoration project in the dollar amount of \$250,000. The Upper Riley Creek Project is a multi-year project and is only just begun with the design of a corridor enhancement plan.

Finally, staff recommends renewing the grant with Metropolitan Council in the Monitoring of WOMP stations (continuous water quality monitoring station along the creeks) in the District and authorize the Administrator to execute the grant. This will be our 4<sup>th</sup> time receiving this grant.

Sincerely,

Claire Bleser

Manager \_\_\_\_\_ seconded by Manager \_\_\_\_\_ to approve staff recommendations for items 8f-i.



Responsive partner.  
Exceptional outcomes.

April 30, 2020

**Dr. Claire Bleser**

District Administrator  
Riley Purgatory Bluff Creek Watershed District  
14500 Martin Drive Suite 1500  
Eden Prairie, MN 55344

RE: Award Recommendation  
Lake Riley Alum Treatment  
Wenck File #B3057-0005

**Dear Dr. Bleser:**

Wenck Associates, Inc. (Wenck) has reviewed the bid schedule and contractor qualification information provided by the HAB Aquatic Solutions, Inc. bid on the Lake Riley Alum Treatment. Our review consisted of checking the total item price calculations as well as reviewing the bid bond form.

Based on the review described above and our past experience completing alum treatments, we recommend award of the project to HAB Aquatic Solutions, Inc. in the amount of \$233,271.

Please contact me at [jbischoff@wenck.com](mailto:jbischoff@wenck.com) or 612-616-9909 if you need further clarification of this recommendation.

Sincerely,

**Wenck Associates, Inc.**

A handwritten signature in black ink, appearing to read 'JB', is positioned above the name and title of the sender.

Joe Bischoff, CLM  
Principal

**GRANT AGREEMENT  
BETWEEN  
THE METROPOLITAN COUNCIL  
AND  
RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT  
FOR THE METROPOLITAN AREA  
WATERSHED OUTLET MONITORING PROGRAM (WOMP2)**

**THIS AGREEMENT** is made and entered into by and between the **METROPOLITAN COUNCIL** (the "Council") and Riley Purgatory Bluff Creek Watershed District (the "Grantee"), each acting by and through its duly authorized officers.

**WHEREAS:**

1. The Metropolitan Council has been charged by the Minnesota Legislature (Minnesota Statutes, section 473.157, Water Resources Plan) with the development of management objectives for all Metropolitan Area watersheds.
2. A search of the available data yielded very little data adequate for use in the development of target pollution loads.
3. On January 12, 1995 the Metropolitan Council authorized its staff to enter into grant agreements with various watershed management organizations for the collection of watershed outlet data.
4. The Council has entered into a Joint Power Agreement as amended with the State of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency ("State") where the State agrees to provide certain funds for the purposes of the Metropolitan Area Watershed Outlet Monitoring Program.
5. The Grantee has expressed an interest in collecting water quality data at the watershed outlet.
6. The Grantee has exhibited the technical capability to conduct a watershed outlet monitoring program.
7. The Council has reviewed the Grantee's proposal and desires to assist it in the collection of data.

**NOW, THEREFORE,** the Council and the Grantee agree as follows:

**I. GRANTEE PERFORMANCE OF GRANT PROJECT**

**1.01 Grant Project.** Grantee will perform and complete in a satisfactory and proper manner the grant project as described in the Grantee's application for grant assistance, incorporated in this agreement by reference, and in accordance with the terms and conditions of this agreement. Specifically, the Grantee will perform the specific activities described in Exhibit A ("WOMP Monitoring Work Plan") and to undertake the financial responsibilities described in Exhibit B ("WOMP Monitoring Budget and Financial Responsibilities" document), both of which are attached to and incorporated in this agreement. These activities and financial responsibilities are referred to in this agreement as the "Grant Project".

**1.02 Use of Contractors.** With the approval of the Council's Grant and Project Managers, the Grantee may engage contractors to perform Grant Project activities. However, the Grantee retains

primary responsibility to the Council for performance of the Grant Project and the use of the contractor does not relieve the Grantee from any of its obligations under this agreement.

**1.03 Material Representations.** All representations contained in Grantee's application for grant assistance are material representations of fact upon which the Council relied in awarding this grant and are incorporated in this agreement by reference.

## **II. AUTHORIZED USE OF GRANT FUNDS**

**2.01 Authorized Uses.** Grant funds may be used only for costs directly associated with Grant Project activities, as described in paragraph 1.01, and which: i) occur during the Project Activity Period specified in paragraph 6.01, and ii) are eligible expenses as listed in the Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B). Grant funds may also be used to prepare the expense report required by paragraph 5.02 of this grant agreement. No other use of grant funds is permitted.

**2.02 Unauthorized Uses of Grant Proceeds.** Grant funds cannot be used to purchase land, buildings, or other interests in real property, or to pay legal fees, or permit, license, or other authorization fees, unless specifically approved in advance and in writing by the Council's Grant Manager.

**2.03 Project Equipment and Supplies.** With approval of the Council's Project Manager, grant funds may be used to purchase or lease equipment, machinery, supplies, or other personal property directly necessary to conduct the Grant Project. The Grantee will comply with the personal property management requirements described in article VIII of this agreement, with regard to any property purchased pursuant to this paragraph.

## **III. GRANT AMOUNT AND DISTRIBUTION**

**3.01 Maximum Grant Amount.** The Council shall pay to the Grantee a Maximum Grant Amount of \$10,000. Provided, however, that in no event will the Council's obligation under this agreement exceed the lesser of:

- a. the Maximum Grant Amount of \$10,000; or,
- b. the actual amount expended by the grantee on eligible expenses as specified in paragraph 2.01.

The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee in performance of the Grant Project.

**3.02 Distribution of Grant Funds.** The Council will distribute Grant funds according to the following schedule:

- a. Within ten working days of Council execution of this agreement, the Council will distribute to the Grantee 45% of the Maximum Grant Amount.
- b. Upon Council approval of Grantee's April 2021 financial report required by paragraph 5.02, the Council will distribute to the Grantee forty-five 45% percent of the Maximum Grant Amount.
- c. Upon approval of Grantee's April 2022 financial report required by paragraph 5.02, the Council will distribute to Grantee the final payment of the remainder of the Maximum Grant Amount. However, no payment will be made which would cause the distribution of grant

funds to exceed the limits in paragraph 3.01. Further, if the amount already paid to Grantee by the Council exceeds the cumulative amount expended by the Grantee on eligible expenses as specified in paragraph 2.01, the Council will notify Grantee of the amount of overpayment. Grantee will repay to the Council the amount of the overpayment within 30 calendar days of receipt of notice from the Council.

The Council will not make any payments under this paragraph if the Grantee is not current in its reporting requirements under article V at the time the payment is due. Distribution of any funds or approval of any report is not a waiver by the Council of any Grantee noncompliance with this agreement.

**3.03 Repayment of Unauthorized Use of Grant Proceeds.** Upon a finding by Council staff that the Grantee has made an unauthorized or undocumented use of grant proceeds, and upon a demand for repayment issued by the Council, the Grantee will promptly repay the amounts to the Council.

**3.04 Reversion of Unexpended Funds.** All funds granted by the Council under this agreement that have not been expended for authorized Grant Project activities as described in paragraph 2.01 shall revert to the Council.

#### **IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

**4.01 Documentation of Grant Project Costs.** Grantee must support all costs charged to the Grant Project with proper documentation, including properly executed payroll and time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Grant Project Information.** Grantee will establish and maintain accurate, detailed, and complete separate accounts, financial records, documentation, and other evidence relating to: i) Grantee's performance under this agreement, and ii) the receipt and expenditure of all grant funds under this agreement. The Grantee shall establish and maintain this information in accordance with generally accepted accounting principles and practices and shall retain intact all Grant Project information until the latest of:

- a. complete performance of this agreement; or
- b. six (6) years following the term of this agreement; or
- c. if any litigation, claim, or audit is commenced during either of these periods, then when all the litigation, claims or audits have been resolved.

If the Grantee engages any contractors to perform any part of the Grant Project activities, Grantee's contract for these services must include provisions requiring the contractor to establish and maintain Grant Project information in accordance with the provisions of this paragraph and to allow audit of this information in accordance with paragraph 4.03.

**4.03 Audit.** The accounts and records of the Grantee relating to the Grant Project shall be audited in the same manner as all other accounts and records of the Grantee are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of the Council, and either the legislative auditor or the state auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, will have access to all books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The Grantee will provide proper facilities for access and inspection.

#### **V. REPORTING AND MONITORING REQUIREMENTS**

**5.01 Monitoring Work Plan.** The WOMP Monitoring Work Plan (Exhibit A) includes the specific geographic area and watershed outlet affected by the Grant Project, the tasks to be undertaken together with schedules and the organization responsible for the tasks' costs. The Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B) lists the Grantee expenses eligible for reimbursement by the Council, subject to the limitations of paragraph 2.01. Grantee will abide by the Monitoring Work Plan, including the Quality Control Provisions listed in the Monitoring Work Plan.

**5.02 Grant Project Financial Reports.** In April 2021 and April 2022, the Grantee will submit a financial report detailing expenses incurred by Grantee for the Grant Project in the preceding twelve calendar months which are eligible for reimbursement by the Council in accordance with paragraph 2.01.

**5.03 Changed Conditions.** Grantee will notify the Council immediately of any change in conditions, local law, or any other event that may affect the Grantee's ability to perform the Grant Project in accordance with the terms of this agreement.

## **VI. GRANT PROJECT ACTIVITY PERIOD; TERM; TERMINATION**

**6.01 Project Activity Period.** Grantee will complete the Grant Project activities specified in paragraph 1.01 during the period from April 1, 2020 through March 31, 2022(the "Project Activity Period").

**6.02 Term.** The term of this agreement shall extend from the effective date of this agreement to a date 60 calendar days following the end of the Project Activity Period, to permit closeout of this agreement.

**6.03 Termination.** Either the Council or the Grantee may terminate this grant agreement at any time, with or without cause, by providing the other party written notice of termination at least 30days prior to the effective date of termination. Upon termination Grantee shall be entitled to compensation for Grant Project activities in accordance with this grant agreement which were satisfactorily performed and incurred prior to the effective date of the termination. Any remaining grant funds which have been distributed to Grantee will be returned to the Council no later than the effective date of termination. Upon the effective date of termination, a) all data collected by Grantee prior to the effective date of termination shall be turned over to the Council by Grantee; and b) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds shall be turned over to the Council by Grantee.

**6.04 Termination by Council for Noncompliance.** If the Council finds that there has been a failure to comply with the provisions of this agreement, the Council may terminate the agreement at any time following seven calendar days written notice to the Grantee and upon failure of the Grantee to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Grant Project. If the Council finds that the Grantee's noncompliance is willful and unreasonable, the Council may terminate or rescind this agreement and require the Grantee to repay the grant funds in full or in a portion determined by the Council. Nothing in this agreement shall be construed so as to limit the Council's legal remedies to recover grant funds.

**6.05 Effect of Grant Project Closeout or Termination.** Grant Project closeout or termination of this agreement does not invalidate continuing obligations imposed on the Grantee by this agreement. Grant Project closeout or termination of this agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any funds due to the Council as a result of later refunds, corrections, or other transactions.

## **VII. COUNCIL's GRANT MANAGER AND PROJECT MANAGER**

Financial aspects of this grant agreement will be handled by the Council's Grant Manager. The Council's Grant Manager for this grant agreement is Joe Mulcahy, or other person as may be designated in writing by the Council.

Technical aspects of the Grant Project, including supervision of the Grantee under the Monitoring Work Plan, will be handled by the Council's Project Manager. The Council's Project Manager for this grant agreement is Casandra Champion, or other person as may be designated in writing by the Council.

Nothing in this agreement authorizes the Grant Manager or Project Manager to execute amendments to this Grant Agreement.

## **VIII. GRANT PROPERTY AND DATA.**

**8.01 Title.** Title to all personal property at the monitoring station site as described in Exhibit A and all property acquired with grant funds will remain with the Council. The Council authorizes the Grantee to utilize the personal property at the site in carrying out the Grant Project activities during the Project Activity Period.

**8.02 Maintenance.** Grantee will maintain any personal property at the site in good operating order. If, during the Project Activity Period, any personal property is no longer available for use in performing the Grant Project, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify the Council's Project Manager.

**8.03 Utility Services.** The Council shall make arrangements with local utilities to provide both telephone and electrical hookups as needed at the monitoring station specified in Exhibit A. All utility accounts serving the monitoring station shall be in the name of the Council. All telephone and electric utility costs for the monitoring station shall be paid by the Council.

**8.04 Grant Project Closeout or Termination.** No later than a) the effective date of termination as provided in Sections 6.03 and 6.04 of this Grant Agreement or b) no later than 60 calendar days following the end of the Project Activity Period ("Project Closeout Date"), whichever is applicable:

- i) all data defined in Section 9.04 of this Agreement collected by Grantee prior to the Project Closeout Date or the effective date of termination shall be turned over to the Council by Grantee; and
- ii) all Council personal property in possession of Grantee wherever located, and all property acquired with Grant funds shall be turned over to the Council by the Grantee.

If the Grant Agreement has not been terminated by either party and Grantee continues to participate in the Watershed Outlet Monitoring Program (WOMP 2) through a subsequent Grant Agreement with the Council, Grantee shall not be required to comply with Section 8.04 subparagraph (ii) until the time as Grantee's participation in the WOMP 2 program ceases.

## **IX. GENERAL CONDITIONS**

**9.01 Amendments.** The terms of this agreement may be changed only by mutual agreement of the parties. These changes shall be effective only upon the execution of written amendments signed by duly authorized officers of the parties to this agreement.

**9.02 Assignment Prohibited.** Except as provided in paragraph 1.02, the Grantee shall not assign, contract out, sublet, subgrant, or transfer any Grant Project activities without receiving the express

written consent of the Council. The Council may condition this consent on compliance by the Grantee with terms and conditions specified by the Council.

**9.03 Indemnification.** The Grantee assumes liability for and agrees to defend, indemnify and hold harmless the Council, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands, including without limitation attorney's fees, arising out of, resulting from, or relating to the performance of the Grant Project by Grantee or Grantee's employees, agents, or subcontractors.

**9.04 Grant Project Data.** Grantee may not copyright or patent the results of the Grant Project, the reports submitted, and any new information or technology that is developed with the assistance of this grant. The Grantee shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this agreement.

**9.05 Nondiscrimination.** Grantee will comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Grantee will not discriminate against any employee, applicant for employment, or participant in this Grant Project because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

**9.06 Promotional Material: Acknowledgment.** Grantee will submit to the Council a copy of any promotional information regarding the Grant Project disseminated by the Grantee. The Grantee shall appropriately acknowledge the grant assistance made by the State and the Council in any promotional materials, reports, and publications relating to the Grant Project.

**9.07 Compliance with Law; Obtaining Permits, Licenses and Authorizations.** Grantee will conduct the Grant Project in compliance with all applicable federal, state, and local laws, ordinances or regulations. The Grantee is responsible for obtaining all federal, state, and local permits, licenses, and authorizations necessary for performing the Grant Project.

**9.08 Workers Compensation; Tax Withholding.** The Grantee represents that it is compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or material suppliers, if any, under this contract, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

**9.09 Jurisdiction, Venue, and Applicable Law.** Venue for all legal proceedings arising out of this agreement, or breach of this agreement, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All matters relating to the performance of this agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota.

**9.10 Relation to Amended Joint Powers Agreement.** The Grantee recognizes that the Council has undertaken certain obligations as part of a Joint Powers Agreement (as amended) with the Minnesota Pollution Control Agency. A copy of the Joint Powers Agreement and Amendment 1 to the Agreement (collectively Amended Joint Powers Agreement) are attached to and incorporated in this agreement as Exhibit C. Obligations imposed by the Amended Joint Powers Agreement on subgrantees or subcontractors are binding on the Grantee, and the terms of the Amended Joint Powers Agreements are incorporated into this Grant Agreement. Terms of the Amended Joint Powers Agreement which are specifically incorporated include, without limitation, the following:

Section 5	Clean Water Funding
Section 6	Conditions of Payment
Section 8	Subcontracting
Section 13	Government Data Practices and Intellectual Property
Section 14	Insurance requirements
Section 15	Publicity and Endorsement
Section 16	Governing Law, Jurisdiction and Venue
Revision 3, Clause 4.1	Consideration
Revision 4, Clause 22	Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053
Revision 5, Clause 23	Subcontractor Reporting

This paragraph does not create any contractual relationship between the State and Grantee. The Grantee is not a third-party beneficiary of the Amended Joint Powers Agreement.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized officers on the dates set forth below. This agreement is effective upon final execution by both parties.

**GRANTEE** \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**METROPOLITAN COUNCIL**

Date \_\_\_\_\_

By \_\_\_\_\_

Sam Paske  
Assistant General Manager, Environmental Quality  
Assurance Department

## EXHIBIT A

### WOMP MONITORING WORK PLAN

The Grantee, **Riley Purgatory Bluff Creek Watershed District**, will operate and maintain the water quality monitoring site at **Purgatory Creek 11529 Pioneer Trail Eden Prairie, MN**. The Grantee, or designated agent, will conduct monitoring work from April 1, 2020 through March 31, 2022. The Grantor, Metropolitan Council Environmental Services (MCES) will provide training, supplies and technical support to the Grantee and/or its designated agent through the WOMP Coordinator, Casandra Champion.

#### CONTACT INFORMATION

Casandra Champion, WOMP Coordinator  
651-602-8745 (office)  
[Casandra.champion@metc.state.mn.us](mailto:Casandra.champion@metc.state.mn.us)

Daniel Henely, Assistant Manager Water Resources  
651-602-8085 (office)  
[Daniel.henely@metc.state.mn.us](mailto:Daniel.henely@metc.state.mn.us)

MCES Lab Services Logging Bench  
651-692-8293  
[Sara.voth@metc.state.mn.us](mailto:Sara.voth@metc.state.mn.us)

#### WORKPLAN

##### Site Visits

At each site visit, the Grantee will record stage, stream control conditions and obtain instantaneous temperature, conductivity, pH, dissolved oxygen, and turbidity measurements. The Grantee will record measurements and observations on an MCES Sample Submission Sheet and Field Notes form and submit the form to the WOMP Coordinator.

##### Rating Curve Measurements

The WOMP Coordinator will coordinate with the Grantee to ensure that flow measurements are being made approximately every six weeks, with additional targeted high-flow measurements as conditions allow. Flow measurement data collected by the Grantee will be submitted to the WOMP Coordinator. This submission should include the electronic file and a completed MCES Sample Submission Sheet and Field Notes form.

##### Water Quality Samples

The Grantee will routinely sample stream water quality by submitting bi-weekly grab samples, 26 samples per year. If ice conditions preclude taking a sample, the Grantee will attempt to collect the next sample after four weeks. The Grantee will measure and record temperature, conductivity, pH, dissolved oxygen and turbidity.

The first sample collected in March, June, September and December will include additional quarterly analyses as determined by the WOMP Coordinator.

If the site has an autosampler, the Grantee will collect discrete auto-grabs or flow-weighted composite samples to characterize storm events. If sufficient water volume is available, an aliquot should be poured into a separate container for temperature, conductivity, pH, dissolved oxygen and turbidity measurements.

Datalogger programming and sample collection timing will be coordinated by the WOMP Coordinator.

If the site does not have an autosampler, event grabs will be collected to characterize storm event. Event grab timing will be coordinated by the WOMP Coordinator and MPCA WPLMN staff. The WOMP Cooperator will use a Secchi Tube to measure transparency with every event grab.

#### **E. coli Samples**

The Grantee will collect an E. coli grab sample with every water quality grab or autosampler sample. E. coli samples must be delivered within 24 hours of collection; every effort should be made to deliver the sample within 4-5 hours.

#### **Quality Assurance/Quality Control Samples**

The Grantee will collect three QA/QC samples per year; one equipment blank, one routine grab field duplicate and one quarterly grab field duplicate.

#### **Forms and Labels**

The Grantee will complete an MCES Sample Submission Sheet and Field Notes form for every grab, autosampler, or QA/QC sample. The Grantee will clearly label all sample bottles and Whirl-Pacs with project number, location, date and time.

#### **Sample Submission**

The Grantee will submit all water quality samples to MCES Laboratory Services at the Metropolitan Wastewater Treatment Plant, 2400 Childs Road, St. Paul, Minnesota. The Grantee will notify Logging Bench staff before sample delivery. Deliveries should be prior to 2:00 PM, coordinate with Logging Bench staff if delivery will be late.

The Grantee will submit one copy of the MCES Sample Submission Sheet and Field Notes form to MCES Lab Services, one copy to the WOMP Coordinator, and keep one copy for Grantee records.

#### **Site Maintenance**

The Grantee will maintain the basic integrity of the site and notify the WOMP Coordinator of any unusual maintenance needs.

#### **WOMP Cooperator Forum**

The Grantee, or assigned representative, will attend the annual WOMP Cooperator Forum hosted by the WOMP Coordinator at Metro Plant each spring.

#### **Cost Accounting**

The Grantee will provide MCES with an annual invoice of costs incurred for WOMP monitoring including labor, mileage, and equipment expenses.

## EXHIBIT B

### WOMP MONITORING BUDGET AND FINANCIAL RESPONSIBILITIES

#### Grantee Financial Responsibilities

The Grantee, **Riley Purgatory Bluff Creek Watershed District** shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Purgatory Creek 11529 Pioneer Trail Eden Prairie, MN** during the Project Activity Period (April 1, 2020 through March 31, 2022).

On an annual basis the Grantee shall:

- Assume all Grantee labor costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (Exhibit A);
- Assume all Grantee vehicle and mileage costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan;
- Assume all miscellaneous materials, supplies, and sample delivery costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan.

The Council will assist in the payment of the costs as provided for in this grant agreement.

#### Metropolitan Council Financial Responsibilities

Subject to the availability of funds, the Metropolitan Council shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Purgatory Creek 11529 Pioneer Trail Eden Prairie, MN** during the Project Activity Period (April 1, 2020 through March 31, 2022).

On an annual basis the Council shall:

- Assume all MCES Laboratory costs associated with analysis of the water samples submitted by the Grantee, in conformance with the WOMP Monitoring Work Plan (estimated cost: \$2,500);
- Assume all telephone service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$800);
- Assume all electrical service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$350);
- Assume all costs for the repair or replacement of all monitoring equipment necessary for operating the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$500);
- Assume all materials and supplies costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$1,425), beyond the cost contributed by the Grantee (\$250);
- Assume all MCES trades labor costs associated with maintaining the stream monitoring station in proper working order (estimated cost: \$700);
- Assume all labor costs for the Council's Project Manager (WOMP Coordinator), who will provide technical support, guidance, and assistance for operating and maintaining the stream monitoring station and managing and assessing the data and information generated by the monitoring work.

## EXHIBIT C

### Joint Powers Agreement and Amendment 1

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#### MINNESOTA POLLUTION CONTROL AGENCY

520 Lafayette Road North  
St, Paul, MN 55155-4194

#### Joint Powers Agreement

#### State of Minnesota

Doc Type: Contract

This Agreement is between the State of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155 ("State" or "MPCA") and the Metropolitan Council, 390 North Robert Street, Saint Paul, MN 55101 ("MCES").

#### Recitals

- 
1. Under Minn. Stat. SS 15.061 and 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
  2. The State is in need of the Metropolitan Area Watershed Outlet Monitoring Program ("Project"). The Metropolitan Council (MCES) represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State.

#### Agreement

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##### I. Term of Agreement

- 1.1 Effective date: January 1, 2018, or the date the State obtains all required signatures under Minn. Stat. S 16C.05, subd. 2, whichever is later. The MCES must not begin work under this Agreement until this Agreement is fully executed and the MCES has been notified by the State's Authorized Representative to begin the work.
- 1.2 Expiration date: March 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Survival of terms: The following clauses survive the expiration or cancellation of this Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue.

##### 2. MCES's duties

The MCES, who is not a state employee, will conduct the Project and follow the Budget for the said Project as specified in Attachment A, which is attached and incorporated into this Agreement. No terms or conditions of the MCES's proposal will be construed to modify, diminish or derogate the terms and conditions of this Agreement.

All water monitoring programs and projects that involve environmental data acquisition from direct measurement activities or laboratory analysis must have an approved Quality Assurance Project Plan (QAPP) to ensure all data collected are of known and suitable quality and quantity. The MCES shall cooperate in the completion of the QAPP, and comply with the requisite elements of the plan.

All laboratory work conducted under this Project must be done by a laboratory currently certified by the Minnesota Department of Health for the parameter being measured,

The MCES shall ensure that all personnel involved in the performance of this Agreement are properly qualified, trained, and competent; and shall be, where applicable, appropriately medically monitored during activities undertaken.

3. Time

The MCES must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. Consideration and payment

4.1 Consideration. The State will pay for all services performed by the MCES under this Agreement as follows:

- (a) Compensation. The MCES will be paid in accordance with the breakdown of costs as set forth in the detailed Budget section of Attachment A, which is attached and incorporated into this Agreement.
- (b) Travel expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the MCES as a result of this Agreement will not exceed the total amount set forth in travel expense section of the detailed Budget section of Attachment A, which is attached and incorporated into this Agreement, provided that the MCES will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget office, which is incorporated into this Agreement by reference and which can be viewed at:  
<http://www.mmd.admin.state.mn.us/commissionerspfan.htm>.
- (c) Total obligation. The total obligation of the State for all compensation and reimbursements to the MCES under this Agreement will not exceed \$300,000.00 (Three Hundred Thousand Dollars).

4.2 Payment

- (a) Invoices. The State will promptly pay the MCES after the MCES presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Monthly or at least quarterly.

Invoices shall include:

- Name of MCES Project Manager
  - Agreement Amount available to date
- Invoice Number
- Invoice Date
- MPCA Project Manager
- SWIFT Contract Number
- SWIFT Purchase Order Number
- Invoicing Period (actual working period)
- Receipts for supplies, shipping, lab fees and any other Subcontractor invoices must be attached
- Per diem expenses submitted on travel expense forms and receipts may be requested to be submitted with invoice.

Invoices will reference the SWIFT Contract number, Purchase Order number, and the name of the State's Authorized Representative and will be submitted electronically to: [mpca\\_ap@state.mn.us](mailto:mpca_ap@state.mn.us)

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2831.

The MCES shall submit an invoice for the final payment upon submittal of the final progress and financial report within 30 (thirty) days of the original or amended end date of this Agreement. reserves the right to review submitted invoices after 30 (thirty) days and 17G000 make a determination as to payment.

- (b) Retainage. Under Minn. Stat. S 16C.08, subd.2(10), no more than 90 percent of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the MCES has satisfactorily fulfilled all the terms of this Agreement. (c) Federal funds. N/A.

## 5. Clean Water Funding

### 5.1 Legacy Logo

Minn. Stat. S 114D.50 subd. 4 (f) states: "When practicable, a direct recipient of an appropriation from the clean water fund shall prominently display on the recipient's Web site home page the legacy logo required under Laws 2009, chapter 1 72, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site required under section 3.3031 subdivision 10.

Clean Water Land and Legacy Amendment Logo Usage Guidelines:

[http://www.legacy.leg.mn/sites/default/files/resources/Legacy\\_Logo\\_Guidelines.pdf](http://www.legacy.leg.mn/sites/default/files/resources/Legacy_Logo_Guidelines.pdf)

Download the Legacy Logo: <http://www.legacy.leg.mn/legacy-logo/legacy-logo-download>

### 5.2 Reporting FTEs

Minn. Stat. 53.3031 Subd. 10 (2)(vi) requires that information provided on the Legislative Coordinating Commission's Legacy Fund website must include specific information on all projects receiving funding: "(vi) the number of full-time equivalents funded under the project. For the purposes of this item, "full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088."

## 6. Conditions of payment

All services provided by the MCES under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The MCES will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

### 7. Authorized Representative

The State's Authorized Representative/Project Manager is Kelly O'Hara, or his successor, 520 Lafayette Rd N. St. Paul MN 55155, 651-247-1054, [kelly.ohara@state.mn.us](mailto:kelly.ohara@state.mn.us) and has the responsibility to monitor the MCES's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative/Project Manager will certify acceptance on each invoice submitted for payment.

The MCES's Authorized Representative is Daniel Henely, or his successor, MCES, 2400 Childs Road, St. Paul, MN 551061 651-602-8085, [Daniel.henely@metc.state.mn.us](mailto:Daniel.henely@metc.state.mn.us). If the MCES's

Authorized Representative changes at any time during this Agreement, the MCES must immediately notify the

#### 8. Subcontracting

If the MCES decides to fulfill its obligations and duties under this Agreement through a subcontractor, to be paid for by funds received under this Agreement, the MCES shall not execute an agreement with the subcontractor or otherwise enter into a binding agreement until it has first received written approval from the MPCAs Authorized Representative. All subcontracts shall reference this Agreement and require the subcontractor to comply with all of the terms and conditions of this Agreement. The MCES shall be responsible for the satisfactory and timely completion of all work required under any subcontract and the MCES shall be responsible for payment of all subcontracts. The MCES shall pay all subcontractors, less any retainage, within 10 calendar days of receipt of payment to the MCES by the State for undisputed services provided by the subcontractor and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

The MCES must follow their policies and procedures for obtaining subcontractors and/or policies and procedures per Minn. Stat. S 471.345 as applicable.

#### 9. Change Orders

If the State's Project Manager or the MCESs Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the LGU's Authorized Representative in advance of doing the work. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

#### 10. Assignment, amendments, waiver, and Agreement complete

10.1 Assignment. The MCES may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed Assignment Agreement. executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

10.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

10.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

10.4 Agreement complete. This Agreement contains all negotiations and agreements between the State and the MCES. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### 11. Liability

Each party agrees that it shall be responsible for its own acts and omissions and shall not be responsible for the acts or omissions of the other party, Each party therefore agrees that is shall assume liability for itself, its agents and employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents and employees under this Agreement, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, by itself or through its agents and employees.

Nothing in this Agreement is intended to be construed as a waiver of the State Tort Claims Act, Minn. S 3. 736, the Municipal Tort Claims Act, Minn. Stat. ch. 466, or any law, legislative or judicial,

00 limiting governmental liability. This clause will not be construed to bar any legal remedies either party may have against the other for its failure to fulfill its obligations under this Agreement.

## 12. State audits

Under Minn. Stat. S 16C.05, subd. 5, the MCESs books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## 13. Government data practices and intellectual property

13.1 Government data practices. The MCES and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the MCES under this Agreement. The civil remedies of Minn. Stat. S 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the MCES or the State

If the MCES receives a request to release the data referred to in this clause, the MCES must immediately notify the State. The State will give the MCES instructions concerning the release of the data to the requesting party before the data is released.

### 13.2 Intellectual property rights.

(a) Intellectual property rights: The rights, title, and interest in all of the intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents, shall be jointly owned by the MCES and the State. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the MCES, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the MCES, its employees, agents, or subcontractors, in the performance of this Agreement. The ownership interests of the State and the MCES in the works and documents shall be equal. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

### (b) Obligations

(1) Notification: Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the MCES, including its employees and subcontractors, in the performance of this Agreement, the MCES will immediately give the State's Authorized Representative written notice thereof and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the MCES and the State, and costs for such applications shall be divided as

agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

- (2) Representation: The MCES must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the MCES and the State, as agreed herein, and that no MCES employee, agent, or subcontractors retains any interest in and to the works and documents, The MCES represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of others. The MCES shall indemnify; defend, and hold harmless the State, at the MCESs expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The MCES shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the MCESs or the State's opinion is likely to arise, the MCES must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy shall be in addition to and not exclusive of other remedies provided by law.
- (c) use of works and documents: The State and MCES shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including documents produced under this Agreement, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the works, including documents, shall be authorized without a future written contractual agreement between the parties.
- (d) Possession of documents: The documents may remain in the possession of the MCES. The State may inspect any of the documents at any reasonable time. The MCES shall provide a copy of the documents to the State without cost upon the request of the State.
- (e) Survivability: The rights and duties of the State and the MCES, provided for above, shall survive the expiration or cancellation of this Agreement.

#### 14. Insurance requirements

Below are the minimum insurance limits required by the State of Minnesota for any entity that is not a state Agency or Local Government Unit (MCES) unless otherwise noted(\*\*).

- 14.1 MCES shall not commence work under the Agreement until they (or subcontractor) have submitted acceptable evidence of insurance and the State of Minnesota has approved such insurance. MCES or subcontractor shall maintain such insurance in force and effect throughout the term of the Agreement. A certificate of insurance is acceptable evidence.
- 14.2 Subcontractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
- (a) Workers' Compensation Insurance, Subcontractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, MCES will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum amounts are as follows:
- \$100,000 — Bodily Injury by Disease per employee
  - \$500,000 — Bodily Injury by Disease aggregate
  - \$100,000 — Bodily Injury by Accident

If Minn. Stat. S 176. 041 exempts subcontractor from Workers' Compensation insurance or if the subcontractor has no employees in the State of Minnesota, subcontractor must provide a

written statement, signed by an authorized representative, indicating the qualifying exemption that excludes MCES from the Minnesota Workers' Compensation requirements. If during the course of the Agreement the subcontractor becomes eligible for Worker's Compensation, the subcontractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

- (b) Commercial General Liability Insurance. Subcontractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement and in any case work is subcontracted the MCES will require the subcontractor to provide Commercial General Liability. Insurance minimum amounts are as follows:

\$2,000,000 per occurrence

\$2,000,000 -- annual aggregate

\$2,000,000 -- annual aggregate -- Products/Completed Operations

\*\*For MCEs, the coverage shall be maintained in conformance with the Tort Claims limits set forth in Minn. Stat. ch. 466, with limits not less than \$500,000 per claimant and \$1 per occurrence for bodily injury and property damage. The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

State of Minnesota named as an Additional Insured

- (c) Commercial Automobile Liability Insurance. Subcontractor is required to maintain insurance protecting the MCES from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Agreement, and in case any work is subcontracted the MCES will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum amounts are as follows:

,000,000-- per occurrence Combined Single limit for Bodily Injury and Property Damage

\*\*For MCESS the coverage shall be maintained in conformance with the Tort Claims limits set forth in Minn. Stat. Ch. 466, with limits not less than \$500,000 per claimant and \$1 per occurrence for bodily injury and property damage.

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

- (d) Professional Liability Insurance. This policy will provide coverage for all claims the MCES, or its subcontractors, may become legally obligated to pay, resulting from any actual or alleged negligent act, error, or omission related to MCES's or its subcontractors' professional services required under the Agreement.

\$2,000,000 -- per claim or event

\$2,000,000 -- annual aggregate

\*\*For MCEs, the coverage shall be maintained in conformance with the Tort Claims limits set forth in Minn. Stat. Ch. 466, with limits not less than \$500,000 per claimant and \$1 per occurrence for bodily injury and property damage.

Any deductible of the subcontractor will be the sole responsibility of the subcontractor and may not exceed \$50,000 without the written approval of the State. If the subcontractor desires authority from the State to have a deductible in a higher amount, the subcontractor shall request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements or

other approved documentation so that the State can ascertain the ability of the subcontractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and MCES or subcontractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by MCES or subcontractor to fulfill this requirement.

#### 14.3 Additional insurance conditions:

- MCESs or subcontractor's policy(ies) or subcontractor's shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the performance under this Agreement.
- MCES or subcontractor is responsible for payment of Agreement-related insurance premiums and deductibles.
- If MCES or subcontractor is self-insured, a Certificate of Self-Insurance must be attached. • Include legal defense fees in addition to liability policy limits, with the exception of 14. 2 D. above.
- Obtain insurance policies from an insurance company having an "AM BEST" rating of A(minus); Financial Size Category (FSC) VI! or better and must be authorized to do business in the State of Minnesota or obtain comparable coverage under a program of self insurance.
- An Umbrella or Excess Liability insurance policy may be used to supplement the MCESs or subcontractor's policy limits to satisfy the full policy limits required by the Agreement. • If MCES or subcontractor receives a cancellation notice from an insurance carrier affording coverage herein, MCES agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless MCESs or subcontractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

14.4 The State reserves the right to immediately terminate the Agreement if the MCES or subcontractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the MCES. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

14.5 The successful responder is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the Agreement.

#### 15. Publicity and endorsement

15.1 Publicity. Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the MCES individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

15.2 Endorsement. The MCES must not claim that the State endorses its products or services.

#### 16. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Data disclosure

Under Minn. Stat. S 270C.65, subd. 3 and other applicable law, the MCES consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax

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identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the MCES to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

18. Payment to subcontractors

As required by Minn. Stat. S 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

19. Termination

19.1 Termination by the State. The State or Commissioner of Administration may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the MCES. Upon termination, the MCES will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

19.2 Termination for Insufficient funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the MCES. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the MCES will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the MCES notice of the lack of funding within a reasonable time of the State's receiving that notice,

20. Minn. Stat. S 181.59

The vendor will comply with the provisions of Minn. Stat. S 181.59 which requires:

Every Agreement for or on behalf of the State, or any county, city, town, township, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the MCES agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any Agreement, or any subcontract, no MCES, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no MCES, material supplier, or vendor, shall, in any manner, discriminate against or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any Agreement on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this Agreement may be canceled or terminated by the state county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the Agreement, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

D #

21. E-Verify certification (In accordance with Minn. Stat. S 16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at

SWIFT Contract No: 135932

PO No: 3000020460

Agency Interest ID 187607

Activity ID PR0020170048

Met Council No. 17G000

http://www.mmd.adminstate.mn.us/doc/VerifySubCertForm doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1. State Encumbrance Verification  
 individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.  
 Signed: [Signature]  
 Date: 1/12/18

3. Minnesota Pollution Control Agency  
 By: Christine Querson  
 (with delegated authority)  
 Title: Asst. Director  
 Date: 1-12-18

SWIFT Contract No. \_\_\_\_\_

2. Metropolitan Council  
 By: [Signature]  
 Title: Regional Administrator  
 Date: 01/02/2018

4. Commissioner Of Administration As  
Rachel Doyher  
1-16-18  
 delegated to the Office of State Procurement  
 By: \_\_\_\_\_

Date: \_\_\_\_\_

55010

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



The MCES shall ensure that all personnel involved in the performance of this Agreement are properly qualified, trained, and competent; and shall be, where applicable, appropriately medically monitored during activities undertaken.

**REVISION 3.** Clause 4.1 “**Consideration**” is amended as follows:

**4.1 Consideration.** The State will pay for all services performed by the MCES under this Agreement as follows:

- (a) **Compensation.** The MCES will be paid in accordance with the breakdown of costs as set forth in the detailed Budget section of **Revised Attachment A**, which is attached and incorporated into this Agreement.
- (b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the MCES as a result of this Agreement will not exceed the total amount set forth in travel expense section of the detailed Budget section of **Revised Attachment A**, which is attached and incorporated into this Agreement, provided that the MCES will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget office, which is incorporated into this Agreement by reference and which can be viewed at: <http://www.mmd.admin.state.mn.us/commissionersplan.htm>.
- (c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the MCES under this Agreement will not exceed ~~\$300,000.00 (Three Hundred Thousand Dollars)~~ **\$538,500.00 (Five Hundred Thirty Eight Thousand Five Hundred Dollars)**.

**REVISION 4.** The following clause is added to the contract:

**22. Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053).**

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

**REVISION 5.** The following clause is added to the contract:

**23. Subcontractor Reporting.**

If the total value of this contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, Contractor will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect. The Original Agreement, previous amendments and change orders are incorporated into this agreement by reference.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.*

Signed: Kimberley Jean Ruedy  
DocuSigned by: C1A357693353463  
Date: March 27, 2020  
SWIFT Contract No. 135932

**3. Minnesota Pollution Control Agency**

*Individual certifies the applicable provisions of Minn. Stat. §16C.08 subdivisions 2 and 3 are reaffirmed.*

By: Melissa Lewis  
DocuSigned by: 5F0F911B8446426  
Title: (with delegated authority)  
Assistant Division Director  
Date: March 30, 2020

**2. METROPOLITAN COUNCIL**

By: Meredith Vadis  
Title: Regional Administrator  
Date: Mar 25, 2020

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**

*As delegated to the Office of State Procurement*

By: Sara Freedland  
Date: April 14, 2020



520 Lafayette Road North  
St. Paul, MN 55155-4194

# Revised Attachment A

**I. Project information****Project title:** (8 word maximum)Project title: Metropolitan Area Watershed Outlet Monitoring Program (WOMP2)**Local Partner:**Organization name: Metropolitan Council Environmental ServicesStreet address: 2400 Childs RoadCity: St. Paul State: MN Zip code: 55106Primary contact: Daniel Henely Phone: 651-602-8085Email address: daniel.henely@metc.state.mn.us Fax: \_\_\_\_\_Fiscal contact name: Emmanuel Benson Phone: 651-602-1458Email address: emmanuel.benson@metc.state.mn.us Fax: \_\_\_\_\_Field contact name: Casandra Champion Phone: 651-602-8745Email address: casandra.champion@metc.state.mn.us Fax: \_\_\_\_\_**Project location:**

Basin (check all that apply):

 Upper Mississippi River  Lower Mississippi River  Minnesota River  Rainy River  Red RiverCrow River (Main Stem), Mississipi R- Twin  
Cities, Rum River, Lower Minnesota R, Cannon07010204, 07010206,  
07010207, 07020012,Major Watershed(s): River, Mississippi R-Lake PepinHydrologic unit code(s): 07040002, 07040001**Project details:**Start date: 1/1/2018 End date: 3/31/2022 Budget ~~\$ 300,000~~  
(mm/dd/yyyy) (mm/dd/yyyy) amount: \$ 538,500**FY18-FY21 WOMP2 Workplan**FTE (total project hrs/2,088 hrs): .89 1.2 FTEName of eligible laboratory: MCES Laboratory (Metro WWTP, St. Paul, MN) and Pace Analytical Services LLC Minneapolis**Partners:**

WOMP Cooperators will include the City of Eden Prairie (Riley Creek 2018/2019 only), Anoka Conservation District (Rum River), Riley-Purgatory-Bluff Creek Watershed District (Purgatory Creek), Bassett Creek Watershed Management Commission (Bassett Creek), Dakota County Soil and Water Conservation District (Vermillion and Cannon Rivers), and Wright County Soil and Water Conservation District (Crow River). To support and encourage the participation of WOMP Cooperators, MCES provides an annual payment for each monitoring site. Through Surface Water Assessment Grant (SWAG) funding this agreement also will monitor 3 lakes (Fish Lake, Rice Lake, and Pierson's Lake) in 2020 and Bassett Creek additional sampling in 2020 and 2021. MCES then uses the remainder of the state funding to pay all costs for monitoring equipment, monitoring station maintenance, utilities, laboratory analysis of water samples, and MCES staff and cooperator labor (1.2 FTE) that coordinates and performs the remaining elements of the program, manages the data, and prepares reports.

## Project Summary:

The Minnesota Pollution Control Agency's (MPCA) Watershed Pollutant Load Monitoring Network (WPLMN) forms the core of a long-term program designed to measure and compare regional differences and trends in pollutant loadings from Minnesota's mainstem rivers and the outlets of major watersheds and subwatersheds draining to these rivers. The first stations within the network were installed in 2007 in the Twin Cities area. Metropolitan Council Environmental Services (MCES) is the only entity that collects water quality data across the Metropolitan region. This agreement provides MCES a portion of the necessary funding to conduct pollutant load monitoring and data evaluation from the Metropolitan Area load monitoring stations as well as some SWAG program support to assist in MPCA's state-wide assessment work.

The pollutant load monitoring data is also used to assist with watershed and water quality studies and reports, watershed modeling efforts, the measurement of the ongoing effectiveness of watershed protection and restoration plans, and an understanding of trends over time.

At each WPLMN funded monitoring site, stream stage and flow, temperature, and specific conductance will be continuously measured with on-site instrumentation and dataloggers. In addition, turbidity will be continuously measured at two sites (Purgatory and Riley Creeks (2018/2019 only)) during the open-water season. Where feasible, precipitation will also be measured with a tipping bucket rain gauge. During precipitation and runoff events (generally during the March-October period), automated samplers collect water quality samples during the event at smaller watersheds (Riley (2018/2019 only), Purgatory, and Bassett Creeks), and event-based grab samples are obtained at larger watersheds (Cannon, Vermillion, Crow, Rum Rivers). Routine grab samples will be taken at bi-weekly intervals at all sites. WOMP Cooperators will help maintain sites and instrumentation, help establish and maintain stream rating curves when needed, and collect and submit water quality samples.

~~The Minnesota Pollution Control Agency's (MPCA) Watershed Pollutant Load Monitoring Network (WPLMN) forms the core of a long-term program designed to measure and compare regional differences and trends in water quality from Minnesota's rivers and the outlets of tributaries draining to these rivers. The program began in 2007 with an appropriation from Minnesota's Clean Water Legacy Fund. In the Twin Cities area, Metropolitan Council Environmental Services (MCES) is the only entity that collects water quality data across the entire region. MPCA needs the efficiency of using MCES' Watershed Outlet Monitoring Program (WOMP) to support the Load Monitoring Network. This agreement provides MCES a portion of the necessary funding.~~

The stream chemistry and flow monitoring done by MCES is critical for understanding the water quality in this area of the State, the stressors to that water quality, and trends over time. The data is also used to assist with impaired waters assessments, watershed and water quality studies and reports, watershed modeling efforts, and the measurement of the ongoing effectiveness of watershed protection and restoration plans. SWAG funded locations in 2018-2019 included Vermillion 15.6 and Browns Creek/Valley Creek in 2019-2020. Bassett Creek was added for 2020-2021 as well as 3 lakes (Fish, Rice, Pierson's) for 2020 only. These are funded for additional E.coli, Hardness, and Chloride tests and lakes include TP/Chl-A. See grids below for more details on sampling schedule.

At each monitoring site, stream stage and flow, temperature, and specific conductance will be continuously measured with on-site instrumentation and dataloggers. In addition, turbidity will be continuously measured at two sites (Purgatory and Riley Creeks (2018/2019 only)) during the open-water season. Where feasible, precipitation will also be measured with a tipping bucket rain gauge. During precipitation and runoff events (generally during the March-October period), automated samplers collect water quality samples during the event at smaller watersheds (Riley (2018/2019 only), Purgatory, and Bassett Creeks), and event-based grab samples are obtained at larger watersheds (Cannon, Vermillion, Crow, Rum Rivers). Routine grab samples will be taken at bi-weekly intervals at all sites. WOMP Cooperators will help maintain sites and instrumentation, help establish and maintain stream rating curves when needed, and collect and submit water quality samples. Annual macroinvertebrate monitoring is being conducted by MCES staff at most MCES stream monitoring locations (including WOMP2 locations), using the MPCA's MIBI protocol. However, funding is not received from MPCA for this biomonitoring work.

For more information on MCES stream monitoring protocols, please refer to the document: "[Metropolitan Council Environmental Services Quality Assurance Program Plan: Stream Monitoring](#)".

The MCES Laboratory Services Section will analyze the water quality samples collected by WOMP Cooperators. This contract will cover the laboratory costs of tests aligned with MPCA's WPLMN and SWAG programs, including nitrate/nitrite, total Kjeldahl nitrogen, total phosphorus, total suspended solids, E. coli, chlorophyll-a and filtered ortho-phosphorus. Ortho-phosphorus will only be covered at Cannon River, Rum River, Vermillion River, and Crow River stations. For SWAG monitoring on lakes in 2020, the Total Phosphorus test will be outsourced to Pace Analytical for a lower reporting limit to match MPCA lake monitoring requirements.

Synthesis and management of all data/information obtained from the monitoring sites and pollutant load modeling will be conducted by the MCES Environmental Quality Assurance Water Resources Section as part of this agreement. All program monitoring data obtained during the 2018-2022 ~~2019~~ period, including field data, continuous monitoring data (stream flow, temperature, specific conductance, and turbidity), precipitation data, laboratory data, and biological monitoring data, will be available to the local WOMP partners and MPCA through the MCES Environmental Information Management System (EIMS) and/or on an as-requested basis.

## II. Workplan detail

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### Project goal:

Operate and maintain 7 WOMP (6 WOMP in 2020/2021) monitoring sites for measurement of stream flow, water quality, and pollutant loads and assist with SWAG monitoring as outlined in Section 3.

The monitoring work described below will complement MCES monitoring of stream flow, water quality, and pollutant loads at other Metro Area watersheds.

Monitoring information will be available to the WOMP Cooperators and MPCA on an annual basis, so that the information can be used for assessing water quality conditions, documenting water quality trends, identifying water quality problems, preparing and updating watershed and local comprehensive plans, preparing TMDL plans and WRAPS reports, and implementing watershed best management practices (BMPs) for nonpoint source pollution abatement, as appropriate.

### Stream Monitoring Field Work

Task A: Training and Prep Work

Sub-task 1: Prepare WOMP Cooperator Workplan and discuss Quality Assurance Project Plan (QAPP) (WOMP Coordinator and Cooperators) February or March annually. Develop new QAPP with WPLMN and SWAG staff and include PACE information for lake analysis by 5/1/2020.

Sub-task 2: Conduct annual WOMP Cooperator Forum (March) (developed by MCES and attended by Cooperators)

Sub-task 3: Ensure adequate equipment and supplies (field sheets, bottles, auto-sampler is operational and calibrated)

Sub-task 4: Coordinate QAPP review discussions with MPCA program and QA/QC staff. Submit final QAPP to MPCA by 5/1/2020.

~~Timeframe: January-March of 2018 and 2019. QAPP reviews when documents updated/completed.~~

~~Person(s) responsible: WOMP Cooperators, MCES Staff~~

Task B: Collect water quality samples, following sample collection protocols as defined in the WOMP Monitoring Workplan and MPCA WPLMN Standard Operating Procedures and Guidance (SOPG)

Sub-task 1: During the 2018/2019 biennium, collect 52 bi-weekly water quality samples and field information at each site outlined in monitoring site table. For 2020/2021, collect 26 samples per stream site per year.

Sub-task 2: During the 2018/2019 and 2020/2021 bienniums, collect 20 water quality samples and field information during rain events, via automated samplers or grab sampling. Multiple samples along an event hydrograph are recommended for significant events. Up to 10 water quality samples for 2020/2021

Sub-task 3: Collect two field duplicate samples per year (2018 and 2019) at each site. For 2020 and 2021 collect one field duplicate samples\* per year at each site, request biweekly lab tests.

Sub-task 4: Collect one field blank per year (2018, and 2019, 2020, and 2021) per WOMP Cooperator.

Sub-task 5: Ship or deliver samples to MCES lab for analysis of Total Phosphorus, Dissolved Orthophosphate (DOP), Total Suspended Solids, Total Kjeldahl Nitrogen, and Nitrate-Nitrite Nitrogen. DOP will only be collected at major watershed and basin sites.

Sub-task 6: Operate automated samplers for event-based sampling at Purgatory, Riley (2018/2019 only), and Bassett Creeks.

~~Timeframe: January 2018-March 2020~~

~~Person(s) responsible: WOMP Cooperators primarily, MCES Staff as needed~~

\*Duplicate and equipment blank samples may be used as regular samples during wet years.

Task C: Make stream flow measurements on a 4-7 week rotation at the Vermillion River and Bassett, Purgatory, and Riley Creek (2018/2019 only) sites. (United States Geological Survey (USGS) or Minnesota Department of Natural Services (MDNR) makes flow calculations at the Crow, Cannon and Rum River sites)

Sub-task 1: Follow MDNR/USGS guidelines for performing flow measurements

Sub-task 2: Document field observations of channel condition and stage readings

Sub-task 3: Enter data into MCES database for use in rating development.

~~Timeframe: January 2018-March 2020~~

Person(s) responsible: ~~MCES Staff, WOMP Cooperators as needed/able~~

- Task D: Make water quality (WQ) field meter measurements and observations during each site visit.
- Sub-task 1: Make in-situ field meter measurements (water temperature and specific conductance during every site visit, dissolved oxygen and pH when able), using a field meter calibrated using manufacturer recommendations and calibration information documented.
- Sub-task 2: Make stream transparency measurements using a 100 cm Secchi tube. (Only at Rum, Crow, Vermillion, and Cannon River sites)
- Sub-task 3: Record visual observations and water level information during each site visit.
- Sub-task 4: Document stream conditions and clarity through upstream, downstream, and bottle photos when samples are collected.
- Sub-task 5: Record datalogger readings, error, control conditions and water level information (using a wire weight gage, weighted tape, or staff gage).
- Timeframe: ~~January 2018-March 2020~~
- Person(s) responsible: ~~WOMP Cooperators primarily, MCES Staff as needed~~

- Task E: Station Maintenance
- Sub-task 1: Cleaning of instream deployed probes/bubblers and shelter/platform/conduit repair as needed to maintain function and appearance.
- Sub-task 2: Sites removed and re-installed as necessary in response to construction projects or natural causes like flooding events.
- Timeframe: ~~January 2018-March 2020~~
- Person(s) responsible: ~~MCES staff if maintenance is significant, Cooperators for routine cleaning and small repairs~~

- Task F: MPCA Intensive Watershed Monitoring (IWM) Cycle 2 monitoring support as defined in the MPCA IWM Streams SOP at selected locations.
- Sub-task 1: Conduct stream monitoring per the schedules and parameter lists within Section 3
- Sub-task 2: Ensure E. coli samples analyzed within 30 hours of collection. Ensure that all samples analyzed over 24 hours are flagged and reported to MPCA.
- Sub-task 3: Collect one set of field duplicates per site in 2018 and 2020 for all parameters.
- Sub-task 4: Collect an equipment blank per cooperator in July 2018 and 2020.
- Sub-task 5: Record Secchi Tube, field measurements (dissolved oxygen, specific conductance, temperature, and pH), upstream photograph, and recreational suitability documentation during all stream monitoring events.
- Timeframe: ~~5/1/2018-9/30/2018; 5/1/2019-9/30/2019;~~
- Person(s) responsible: ~~MCES Staff (and Cooperator: Washington Conservation District)~~

Task G: Follow sample collection protocols as defined in the MPCA IWM Lakes SOPs at selected lakes.

- Sub-task 1: Conduct lake monitoring per the schedules and parameters within the tables of Section III.
- Sub-task 2: Collect one set of field duplicates per lake in July 2020.
- Sub-task 3: Record water clarity depth using a Secchi Disk and conduct profile measurements (dissolved oxygen, specific conductance, temperature, and pH) at one meter intervals.
- Sub-task 4: Conduct field meter calibration and maintenance per manufacturer specifications and the IWM Lakes SOP
- Sub-task 5: Complete chain of custody form and submit samples to designated laboratory for water chemistry analysis.

## Data Management

- Task A: Review field sheets for accuracy and perform data entry
- Sub-task 1: Ensure appropriate analytical tests have been requested and logged in by Lab
- Timeframe: ~~January 2018-March 2020~~
- Person(s) responsible: ~~MCES Staff~~
- Task B: Review and QA/QC lab analytical results for outliers and apply flags in database
- Sub-task 1: Ensure all data have been entered into the MCES database
- Sub-task 2: Review lab results for validity and flag as needed

Sub-task 3: Provide analytical results and field observations to MPCA upon request  
Data submitted to WXQ/STORET after review is complete.

Timeframe: ~~January 2018-March 2020~~

Person(s) responsible: MCES Staff

Task C: Complete discharge calculations

Sub-task 1: Review flow measurement entry

Sub-task 2: Drift correct 15-minute continuous stage data

Sub-task 3: Rating and shift development

Sub-task 4: Daily discharges finalized (includes winter and gap filling estimations) and reviewed

Timeframe: ~~January 2018-March 2020~~

Person(s) responsible: MCES Staff

Task D: Pollutant load modeling-Complete pollutant load calculations using the FLUX32 model.

Sub-task 1: Using reviewed flow and chemistry data, model pollutant loads for each site. Pollutant loads calculated for Total Phosphorus, Nitrate+Nitrite, Total Suspended Solids, Chloride, and Total Kjeldal Nitrogen. Ortho-phosphorus loads calculated for Cannon River, Rum River, Vermillion River, and Crow River.

Sub-task 2: Participate in MPCA led FLUX32 verification sessions as directed by MPCA, at a time and location to be mutually agreed upon by both parties.

Timeframe: ~~January 2018-March 2020~~

Person(s) responsible: MCES Staff

## Program Oversight

Task A: Track project expenditures and submit invoices quarterly

Sub-task 1: Manage line item budgets

Timeframe: ~~January 2018-March 2020~~

Person(s) responsible: MCES Staff

Task B: Compile and submit program progress information

Sub-task 1: Compile and present progress information at Interim Update Meeting by March 15, 2019

Sub-task 2: Compile and submit Final Interim Progress Report by December 31, 2019.

Sub-task 3: Compile and present progress information at Interim Update Meeting by Spring of 2021

Sub-task 4: Compile and submit Final Progress Report by December 31, 2021

Timeframe: ~~January 2018-March 2020~~

Person(s) responsible: MCES Staff

Task C: Coordinate sampling efforts with Cooperators, MCES staff and MPCA

Sub-task 1: Participate in weekly sampling coordination phone conference calls; weekly from March to October, monthly from November to February (East Central and Southeast WPLMN calls)

Sub-task 2: Participate in monthly IWM check in calls with MPCA IWM Project Manager from May-September of 2020 and May-September 2021.

Sub-task 2 3: Communicate to Cooperators and MCES staff when sampling/monitoring may be needed, particularly in response to rain; provide technical support; and troubleshoot monitoring-related problems.

General coordination: Ongoing,

Conference Calls: Throughout the agreement period; weekly from March to October, monthly from

November to February

Person(s) responsible: MCES Staff

Task D: Training

Sub-task 1: Provide training with WOMP Cooperators on workplan and QAPP

Sub-task 2: Provide additional training as needed to cooperators on field methods/equipment when staff turnover occurs or new equipment is implemented.

Sub-task 3: Attend training offered by MPCA or DNR staff regarding field visits, sampling, and data management, (FLUX32) as needed.

Sub-task 4:      Participate in a statewide MPCA WPLMN meeting once per contract.

~~Timeframe:~~      ~~January 2018-March 2020~~

~~Person(s) responsible:~~      MCES Staff

### III. Monitoring site table

#### WOMP 2 Site List

Basin	Major Watershed	MCES ID	STORET ID	Site name	County	Latitude	Longitude
Upper Mississippi River	Mississippi River-Twin Cities	BS 1.9	BS0056	Bassett Creek at Irving Ave, Minneapolis	Hennepin	44° 58' 35.044" N	93° 17' 57.838" W
Upper Mississippi River	North and South Fork Crow River (Main Stem)	CW 23.1	CW0231	Main Stem Crow River 50m down from Hwy 55, Rockford	Wright	45° 5' 11.970" N	93° 44' 5.615" W
Upper Mississippi River	Rum River	RUM 0.6	RUM0006	Rum River at Main St (Co Rd 14) in Anoka	Anoka	45° 11' 42.682" N	93° 23' 35.030" W
Lower Mississippi River	Cannon River	CN 11.9	CN0119	Cannon River near Welch	Goodhue	44° 33' 51.804" N	92° 43' 55.007" W
Lower Mississippi River	Mississippi River-Lake Pepin	VR 2.0	VR0020	Vermillion River 150m down from Hwy61, Hastings	Dakota	44° 43' 30.949" N	92° 51' 1.242" W
Minnesota River	Lower Minnesota River	RI 1.3	RI0013	Riley Creek at Hwy-169, Eden Prairie*	Hennepin	44° 49' 4.569" N	93° 28' 47.024" W
Minnesota River	Lower Minnesota River	PU 3.9	PU0039	Purgatory Creek at Pioneer Trail, Eden Prairie	Hennepin	44° 49' 38.4" N	93° 25' 24.4" W

\*Support for Riley Creek in 2018 and 2019 only

#### Intensive Watershed Monitoring Site List

Basin	Major Watershed	MCES ID	STORET ID	Site name	County	Latitude	Longitude
St. Croix River	Lower St. Croix	VA-1.0 <sup>±</sup>	VA0010	Valley Creek at Putnam Blvd	Washington	44° 54' 57.036" N	92° 47' 9.381" W
St. Croix River	Lower St. Croix	BR-0.3 <sup>±</sup>	BR0003	Browns Creek at Dellwood Road	Washington	45° 4' 32.463" N	92° 48' 30.215" W
Lower Mississippi River	Mississippi River-Lake Pepin	VR 15.6	VR0156	Vermillion River at Co Rd 79	Dakota	44.667	-93.055
Lower Mississippi River	Mississippi River-Lake Pepin	VR 2.0**	VR0020	Vermillion River 150m down from Hwy61, Hastings	Dakota	44° 43' 30.949" N	92° 51' 1.242" W
Lower Mississippi River	Mississippi River-Twin Cities	BS-1.9	BS0056	Basset Creek at Irving Ave	Hennepin	44° 58' 35.044" N	93° 17' 57.838" W

\*Valley Creek and Browns-Creek only for 2019 Valley Creek and Browns Creek for 2019 and 2020.

\*\*Also a WOMP2 site so routine work for WOMP2 will be supplemented with additional required work for SWAG











	May			June			July			August			September	
	Early	Late		Early	Mid	Late	Early	Mid	Late	Early	Mid	Late	Early	Late
010 & BR0003														
T	X			X			X			X			X	
	X			X			X			X			X	
bride	X													
ness as CaCO3	X													
ili				X		X	X			X		X		
chi tube	X			X		X	X			X		X		X
cific														
ductance	X			X		X	X			X		X		X
perature	X			X		X	X			X		X		X
	X			X		X	X			X		X		X
	X			X		X	X			X		X		X
stream Photo	X			X		X	X			X		X		X
Suitability,														
earance, stage														
mate	X			X		X	X			X		X		X

9	May			June			July			August			September	
	Early	Late		Early	Mid	Late	Early	Mid	Late	Early	Mid	Late	Early	Late
2020	X			X			X			X			X	
T	X			X			X			X			X	
ide	X													
ness as CaCO3	X													
hi tube				X		X	X		X	X		X		
fic Conductance	X			X		X	X		X	X		X		
erature	X			X		X	X		X	X		X		
	X			X		X	X		X	X		X		
	X			X		X	X		X	X		X		
eam Photo	X			X		X	X		X	X		X		
uitability,														
arance, stage														
ate	X			X		X	X		X	X		X		

1.9	May			June			July			August			September	
	Early	Late		Early	Mid	Late	Early	Mid	Late	Early	Mid	Late	Early	Late
2021	X			X			X			X			X	
T	X			X			X			X			X	
oxide	X													
ness as CaCO3	X													
ili				X		X	X		X		X			
chi tube	X			X		X	X		X		X		X	
cific	X			X		X	X		X		X		X	
ductance	X			X		X	X		X		X		X	
perature	X			X		X	X		X		X		X	
	X			X		X	X		X		X		X	
	X			X		X	X		X		X		X	
stream Photo	X			X		X	X		X		X		X	
Suitability,														
earance, stage														
mate	X			X		X	X		X		X		X	

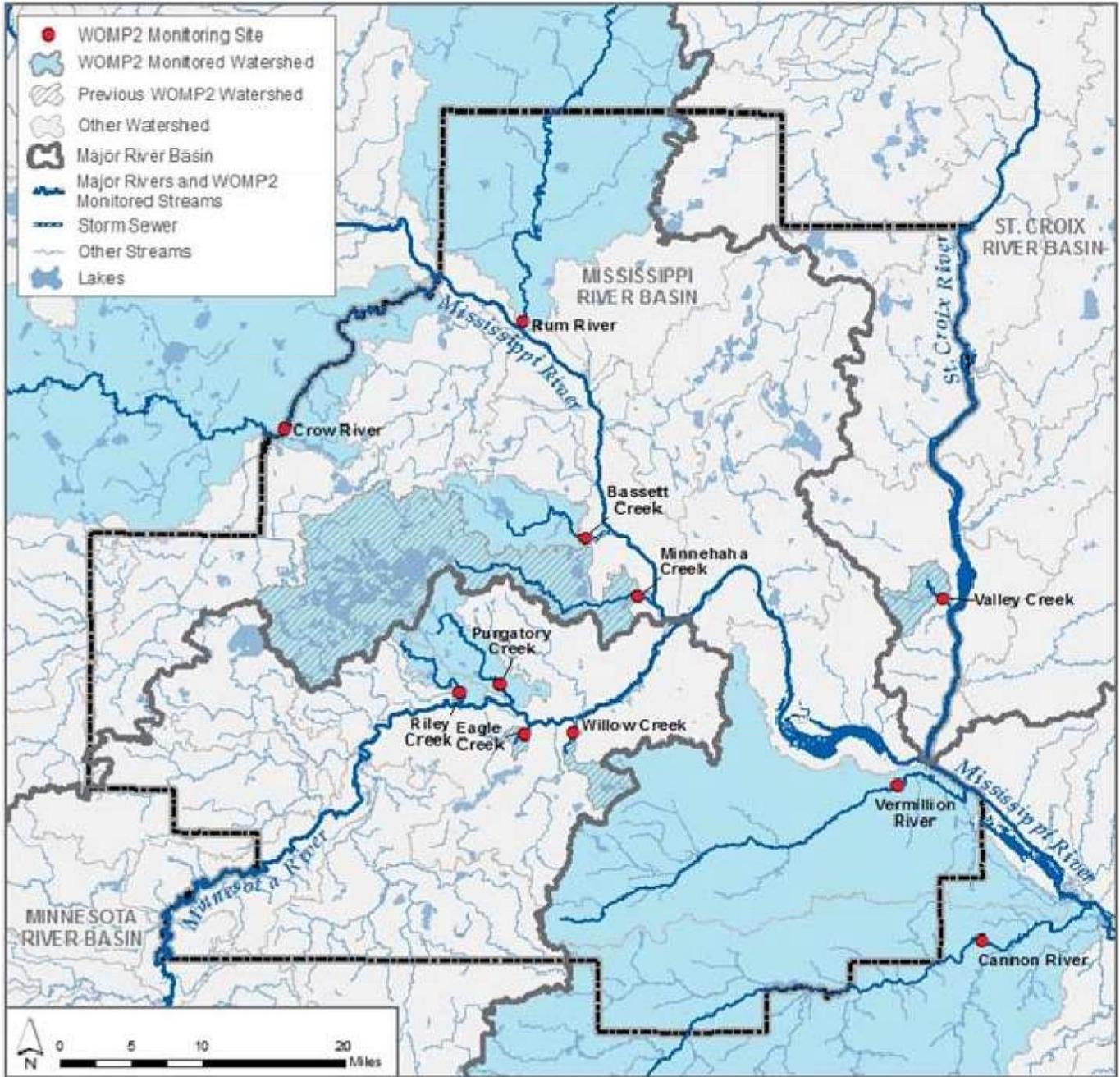
## Intensive Watershed Lake Monitoring Site List

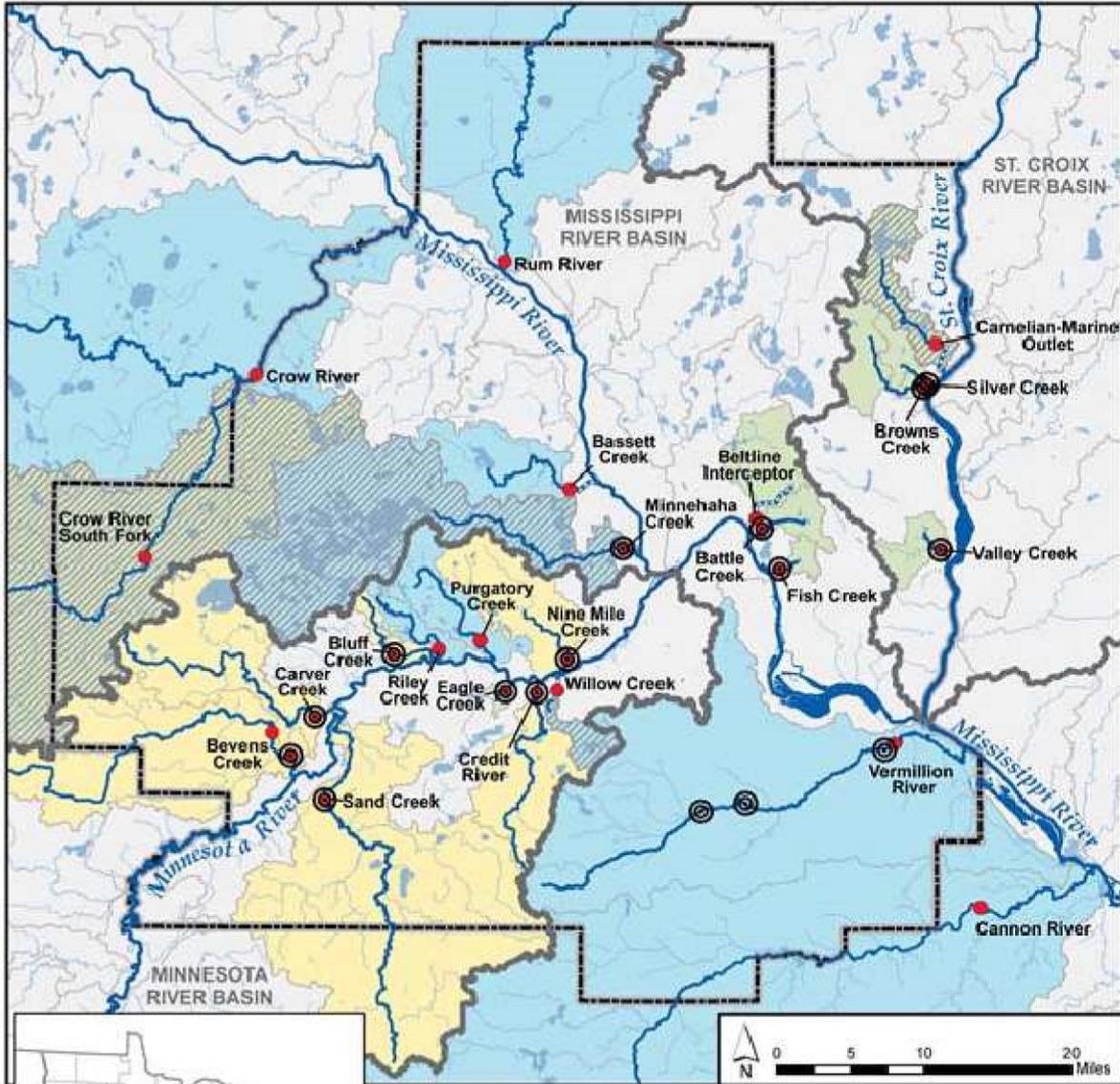
<u>Watershed</u>	<u>County</u>	<u>Lake name</u>	<u>Lake ID#</u>	<u>Lat.</u>	<u>Long.</u>
Mississippi River-Twin Cities	Anoka	Fish	02-0065-00	45.40252	-93.16440
Mississippi River-Twin Cities	Carver	Rice	10-0078-00	44.80142	-93.86903
Mississippi River-Twin Cities	Carver	Pierson's	10-0053-00	44.83475	-93.69455

## Intensive Watershed Lake Monitoring Schedule

	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>
<b>2020</b>	-	-	-	-	-
<u>TP</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Chl-A</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Chloride</u>	-		-	<u>X</u>	-
<u>Hardness as CaCO3</u>	-		-	<u>X</u>	-
<u>Secchi Disk Depth</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Specific Conductance</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Temperature</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>pH</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>DO</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Rec Suitability,</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Physical Appearance</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>

### IV. Project area map





## 2018 MCES Stream Monitoring Stations

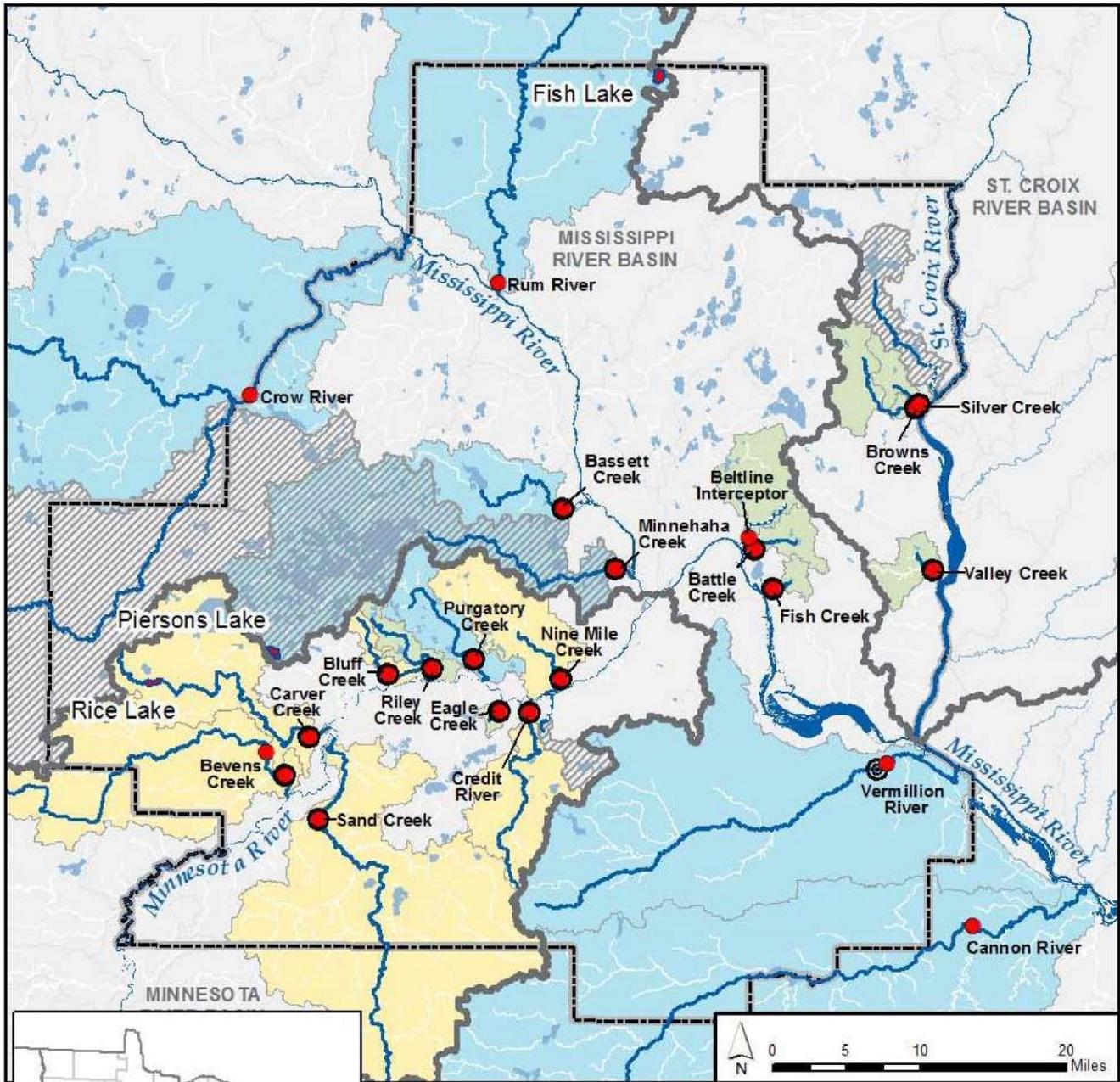


- Biological Monitoring Locations
- MCES Monitored Streams
- Previously Monitored Watershed
- Stream Monitoring Programs**
- NPS
- WOMP1
- WOMP2
- Major River or MCES/Cooperator Monitored Stream
- Storm Sewer
- Other Stream
- Lake
- MCES Non-Monitored Watershed
- Major River Basin



May 2017  
 I:\RAFS\igs\EQ\Figures\MXD\MCES\_Stream\_Monitoring\_Program\_2018.mxd

2020-2021 WOMP 2 Streams and Lakes



# 2020-2021 WOMP2 Streams and Lakes



- ⊙ Biological Monitoring Locations
- MCES Monitored Streams
- ▨ Previously Monitored Watershed
- Stream Monitoring Programs**
- NPS
- WOMP1
- WOMP2
- Major River or MCES/Cooperator Monitored Stream
- Storm Sewer
- Other Stream
- Lake
- MCES Non-Monitored Watershed
- Major River Basin



December 2019

## **V. Evaluation plan**

### **Measures for Success**

---

- Operation and maintenance of 7 "Metropolitan Area Watershed Outlet Monitoring Program" (WOMP) stream monitoring sites as described above. 6 locations for 2020/2021.
- Active cooperation with and assistance to the local water monitoring partners listed above in operating and maintaining the 7 sites. 6 sites for 2020/2021.
- Collection of necessary parameters and frequency of SWAG monitoring sites (2 on Vermillion River for 2018-2019, ~~and~~ Valley Creek and Browns Creek in 2019 ~~only~~ and 2020, Bassett Creek 2020/2021, and Rice/Fish/Piersons Lakes in 2020)
- Measurement of the water quality parameters listed above according to the schedule specified above.
- Laboratory analysis of the collected water quality samples as listed above.
- Storage and management of all data resulting from the water quality monitoring and laboratory analysis.
- Availability of the data to the MPCA and to WOMP Cooperators on an annual basis and as requested, so that the information can be used for water quality management efforts.

### **Methods for measuring success**

- A summary will be prepared as part of the 2018 progress update/report, ~~and~~ the 2018-2019 interim report, and the final report, indicating the number of samples collected at each site and any challenges encountered during the sampling season.
- Regular review of hydrographs with plotted samples during phone conferences with the MPCA Project Managers (Rum River, Cannon River and Crow River).
- Submitted data will be available through databases and data management systems (MCES EIMS).

**VI. Budget**

<b>Budget item</b>			<b>Totals</b>
<b>Personnel:</b>	<b>Estimated Hours**</b>	<b>Hourly Rate</b>	
MCES Stream Lead Scientist	1437	\$65/hr*	\$93,405.00
MCES Stream Field Staff	629	\$55/hr*	\$34,595.00
MCES River Field Staff A (Conventional Sampling)	124	\$55/hr*	\$6,840.00
MCES River Field Staff B	65	\$55/hr*	\$3,575.00
MCES Assistant Manager Water Resources	121	\$65/hr*	\$7,865.00
MCES Assessment Scientist A	68	\$60/hr*	\$4,080.00
MCES Assessment Scientist B	67	\$60/hr*	\$4,020.00
MCES Stream Support Scientist	66	\$60/hr*	\$3,960.00
WOMP Cooperators***			\$76,600.00

\*Actual individual rates will vary by year, but should not exceed listed rate. \*\*Actual hours may vary  
 MCES Estimated FTE= 1.2 (will be updated with actual FTE through invoicing/reporting)

<b>Additional Costs:</b>			
<b>Laboratory Analyses:</b>			\$22,700.00
<b>Travel Reimbursement****</b>			\$1,500.00
<b>Equipment Servicing and Maintenance</b>			\$16,020.00
<b>Materials and Supplies (table below)</b>			\$18,350.00
<b>Phone and Electric Utilities</b>			\$6,490.00
	<b>Column total:</b>		<b>\$300,000.00</b>

\*\*\*Reference Cooperator distribution table

\*\*\*\*Billed at current IRS mileage rate

**2020-2021 Budget**

	<b>Quantity needed</b>	<b>Unit cost</b>	<b>Total cost</b>
-			
<b>Staff total cost (not to exceed)*</b>	-	-	<b>\$123,100.00</b>
<b>MCES Laboratory analyses</b>	-	-	<b>\$22,100.00</b>
<b>PACE Laboratory analyses**</b>			<b>\$400.00</b>
<b>Travel reimbursement***</b>	-	-	<b>\$1,400.00</b>
<b>Cooperators</b>	-	-	<b>\$64,600.00</b>
<b>Electric Utilities</b>	-	-	<b>\$6,000.00</b>
<b>Maintenance (MCES)</b>	-	-	<b>\$10,000.00</b>
<b>Equipment and supplies (see detailed list below)</b>	-	-	<b>\$10,900.00</b>
		<b>Total:</b>	<b>\$238,500.00</b>

**\*\*Current sampling and laboratory services master contract rates shall not be exceeded.**

**\*\*\*Invoiced at current IRS rate at maximum, based on MCES expenses incurred**

<b>Description</b>	<b>Maximum Hourly Rate (Total Compensation)</b>
<u>Monitoring Intern</u>	\$40.00/hr
<u>River Scientist</u>	\$55.00/hr
<u>Stream Scientist A</u>	\$55.00/hr
<u>Stream Scientist B</u>	\$55.00/hr
<u>Assessment Scientist A</u>	\$60.00/hr
<u>Assessment Scientist B</u>	\$60.00/hr
<u>Stream Senior Scientist</u>	\$60.00/hr
<u>Lake Lead Scientist</u>	\$60.00/hr
<u>Stream Lead Scientist</u>	\$60.00/hr
<u>Assistant Manager</u>	\$70.00/hr

**Cooperator Distribution**

MCES provides grants to cooperators based on # of sites and workload associated with each site. The values below are based on the 2 year period.

<b>Cooperator</b>	<b>Estimated Hours Annually</b>	<b>Staff</b>	<b>Expenses*</b>
City of Eden Prairie	55	\$8,000	\$2,000
Anoka Conservation District	30	\$4,800	\$1,200
Riley-Purgatory-Bluff Creek Watershed District	55	\$8,000	\$2,000
Bassett Creek Watershed Management Commission	55	\$8,000	\$2,000
Dakota County Soil and Water Conservation District	155	\$23,000	\$5,000
Wright County Soil and Water Conservation District	50	\$7,000	\$3,000
Browns Creek Watershed District (2019 only)	22	\$1,300	\$0
Valley Branch Watershed District (2019 only)	22	\$1,300	\$0

\*Expenses to include mileage, supplies/equipment, shipping

*Estimated Cooperator FTE = 0.2 FTE*

2020-2021 Cooperator Distribution

<b>Cooperator</b>	<b>Sub-Grant Amount*</b>
<u>Riley-Purgatory-Bluff Creek Watershed District</u>	\$10,000
<u>Bassett Creek Watershed Management Commission</u>	\$10,000
<u>Dakota County Soil and Water Conservation District</u>	\$32,000
<u>Wright County Soil and Water Conservation District</u>	\$10,000
<u>Browns Creek Watershed District (2020 only)</u>	\$1,300
<u>Valley Branch Watershed District (2020 only)</u>	\$1,300

\*Expenses to include mileage, supplies/equipment, shipping

Estimated Cooperator FTE = 0.2 FTE

**VII. Equipment List**

**2018-2019 WOMP2 Equipment and Supplies List**

	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Consumables			\$3,500.00
Cell Modems	3		\$2,750.00
Replacement EXO Handheld	1	\$2,000.00	\$2,000.00
Van Dorn Sampler	2	\$800.00	\$1,600.00
Anti-fouling Turbidity Sensor	2	\$4,250.00	\$8,500.00
<b>Total</b>			<b>\$18,350.00</b>

**2020-2021 Equipment List**

**Equipment - limited to items greater than \$500 with a life expectancy greater than one year**

<b><u>Equipment - limited to items greater than \$500 with a life expectancy greater than one year</u></b>	<b><u>Quantity needed</u></b>	<b><u>Unit cost</u></b>	<b><u>Total cost</u></b>
<u>Supplies (Field, Office, Safety, &lt;\$500)</u>	<u>Enter quantity</u>	<u>Enter cost</u>	<u>\$2,000.00</u>
<u>4Bassett Creek Site Re-Location</u>			
<u>    a) Wire Weight Gage</u>	<u>1</u>	<u>\$1,500</u>	<u>\$1,500.00</u>
<u>    b) Shelter Box (piano style)</u>	<u>1</u>	<u>\$1,800</u>	<u>\$1,800.00</u>
<u>    c) Solar Panel and Power Accessories</u>	<u>1</u>	<u>\$1,000</u>	<u>\$1,000.00</u>
<u>    d) Temperature and Conductivity Probe Replacement</u>	<u>1</u>	<u>\$600</u>	<u>\$600.00</u>
<u>Turbidity Sensor Calibration/Repair</u>	<u>2</u>	<u>\$1,000</u>	<u>\$2,000.00</u>
<u>EXO Sonde Dissolved Oxygen Sensor Replacement (broke in 2019)</u>	<u>1</u>	<u>\$2,000</u>	<u>\$2,000.00</u>
<b><u>Total:</u></b>			<b><u>\$10,900.00</u></b>

# **METROPOLITAN COUNCIL**

# **MEETING**

[Print Agenda](#)

March 11, 2020  
390 Robert Street North | Council Chambers | 4:00 PM

# AGENDA

## I. CALL TO ORDER

## II. APPROVAL OF AGENDA

## III. APPROVAL OF MINUTES

February 26, 2020 Metropolitan Council Meeting

## IV. PUBLIC INVITATION

Invitation to interested persons to address the Council on matters not on the agenda. Public comment on the agenda items has occurred in the respective committees (each speaker is limited to a three-minute presentation).

## V. BUSINESS

## VI. CONSENT AGENDA

Note: Items listed under the Consent Agenda will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the Consent Agenda for separate consideration.

1. [2020-7](#): Public Hearing for Orange Line Connecting Bus Study Concept Plan (Cyndi Harper 612-349-7723)
2. [2020-28](#): Authorization to Amend HASTUS License and Support Agreement (Adam Harrington 612-349-7797, Kristin Thompson 612-349-7782)
3. [2020-51](#): 2020 – 2024 Bridge Inspections and Engineering Services Contract 19P219 (Tom McGannon 612-349-7540)
4. [2020-62](#): SWLRT (Green Line Extension) Eden Prairie Town Center Change Order (Jim Alexander 612-373-3880)
5. [2020-73](#): SWLRT (Green Line Extension) Amendment 1 to Subrecipient Agreement with City of Eden Prairie (Jim Alexander 612-373-3880)

6. [2020-74](#): 2020-2023 TIP Amendment for Anoka County's Osbourne Road Improvements (Joe Barbeau 651-602-1705)
7. [2020-75](#): 2020-2023 TIP Amendment for MnDOT's Traffic Signal Update (Joe Barbeau 651-602-1705)
8. [2020-81](#): Metropolitan Wastewater Treatment Plant Solids Renewal & Improvements (Stephen Norton 651-602-1551)
9. [2020-90](#): Authorization to Negotiate and Execute a Joint Powers Agreement for the Minnesota Homeless Fund (LisaBeth Barajas 651-602-1895)

## VII. REPORTS OF STANDING COMMITTEES

- A. Community Development – Reports on Consent Agenda
- B. Environment
  1. [2020-99 SW](#): Joint Powers Agreement with Minnesota Pollution Control Agency for the Watershed Outlet Monitoring Program (Dan Henely 651-602-8085, Judy Sventek 651-602-1156)
- C. Management – No Reports
- D. Transportation
  1. [2020-56](#): Light Rail Passenger Seating Purchase (Jay Wesely 612-341-5638)
- E. Joint Report of the Management and Transportation Committees
  1. [2020-82 JT SW](#): Body Worn Cameras: Public Comment Report & Policy Adoption (Leah Palmer 612-349-7232) [[Policy 1](#)] [[Policy 2](#)]

## VIII. OTHER BUSINESS

1. [2020-83](#) ([Amended](#)): Metropolitan Council Member Committee Assignments (Charles Zelle 651-602-1453)
2. [2020-102](#): Appointments to the Equity Advisory Committee (EAC) (Katie Driscoll 651-602-1938)
3. Information: [2020 Equity Advisory Committee Workplans](#) and 2019 Report-Out (Nelima Sitati Munene 763-273-4217, Leah Goldstein Moses 612-247-1973) [[presentation](#)]

## IX. REPORTS

- A. Chair
- B. Council Members
- C. Regional Administrator
- D. General Counsel

## X. ADJOURNMENT

- JT            Joint business item; presented at two or more committees prior to being presented at Council
- SW           Action taken by the Council and Committee the same week
- \*             Additional materials included for items on published agenda

\*\* Additional business items added following publication of agenda  
\*\*\* Backup materials available at the meeting

April 29, 2020

To: The RPBCWD Board of Managers

Re: City of Chanhassen's Application for a Watershed Stewardship Grant

The District received has received one application for a Watershed Stewardship Grant from a city for an amount greater than \$10,000. As per the updated grant process, the application was reviewed by staff and a funding recommendation made. The application is now being presented to the Board of Managers for a final approval decision.

**Applicant:** City of Chanhassen

**Project Title:** Pleasantview Road Drainage Improvements

**Description:** Untreated stormwater discharge from Pleasantview Road currently flows down a steep hill for approximately 90 feet before discharging into Lotus Lake. The concentrated flow down this steep hill has resulted in the formation of a deeply eroded ravine. Most all eroded soils and sediment have deposited in Lotus Lake and have created a sediment delta. The City of Chanhassen has worked with the homeowners of 489 Pleasantview Road to obtain an easement for this project and future maintenance. The proposed improvements (removal of existing storm pipes, eroded slope/ ravine stabilization and correction, installation of two pre-cast concrete manhole structures with sumps, installation of new concrete piping and a rock lined channel to the lake) will reduce the amount of sediment directly discharged to the lake. The project also includes removal of the sediment delta, vegetating exposed soils, and the installation of trees.

**Total eligible costs:** \$77,179.50

**Grant request:** \$42,577.25

**Recommended Grant Amount:** \$38,589.75 (50% of total eligible costs)

**Recommendation rationale:**

Upon review, staff found that the proposed project embodies two strategies to meet watershed goals as outlined in the 10-Year Management Plan. First, the proposed project would minimize the impacts of erosion and sedimentation (WQual S1) through the elimination of a known and actively worsening erosion problem. Without addressing and correcting the erosion issues, they will continue to worsen. Second, and arguably the most critical, is that the proposed project would minimize pollutant loading to water resources (WQual S13). The stabilization of the ravine with a storm sewer and riprap will reduce the sediment and phosphorus loading to Lotus Lake. The City estimates TSS loading will be reduced by 30,456 lbs/yr. This improvement in water quality would help protect the District's investment in the recent in-lake alum treatment as well as reduce pollutants entering Purgatory Creek and downstream resources. The proposed project will provide long term, sustainable benefits through its reduction of pollution loading to the lake. This project also incorporates native plants and offers opportunities for educational signage. The grant agreement will be contingent on the City of Chanhassen's acquisition necessary permits.

Please find attached the application for your consideration.

Sincerely,

B Lauer  
Education and Outreach Assistant

It was moved by Manager \_\_\_\_\_ and seconded by Manager \_\_\_\_\_ to fund/not fund the City of Chanhassen's application for Pleasantview Road Drainage Improvements at up to \$\_\_\_\_\_.

# Watershed Stewardship Grant Application

Please complete the following form to apply for a Watershed Stewardship Grant. Please allow the District up to six weeks to process your application.

## Applicant type \*

Government, school, or business

## Property Owner Information

### Name \*

City of Chanhassen

### Mailing address \*

7700 Market Boulevard

Street Address

PO Box 147

Address Line 2

Chanhassen

City

55317

Postal / Zip Code

### Phone \*

952-227-1169

### Email \*

chowley@ci.chanhassen.mn.us

## Primary contact information

Who should the District contact about questions regarding the application?

Primary contact information is the same as above

### Name

Steve

First

Ferraro

Last

### Phone

952-227-1166

### Email

sferraro@ci.chanhassen.mn.us

## Site visit

# Watershed Stewardship Grant Application

Please complete the following form to apply for a Watershed Stewardship Grant. Please allow the District up to six weeks to process your application.

**Have you had a site visit with the CCSWCD (Seth Ristow) or Watershed District technician? \***

Yes

No

No, but I confirmed that I do not need one

## Project Information

**Project title \***

Pleasantview Road Drainage Improvements

*Give your project a name*

**Projected total project cost \***

84354.50

USD

**Grant amount requested \***

42577.25

USD

**Estimated start date \***

09-Jul-2020



dd-MMM-yyyy

**Estimated completion date \***

31-Aug-2020



dd-MMM-yyyy

**Type of project \***

Raingarden

Buffer/ shoreline restoration

Habitat restoration

Capture and reuse (cistern, rain barrel, etc.)

Pervious pavers/ permeable asphalt

Vegetated swale

Equipment purchase/ retrofit

Other

*Please check all that apply*

**if you selected "other", please describe:**

Sump manhole w/ SAFL Baffle, rock ditch checks

**My project is within the Riley Purgatory Bluff Creek Watershed District \***

# Watershed Stewardship Grant Application

Please complete the following form to apply for a Watershed Stewardship Grant. Please allow the District up to six weeks to process your application.

## Project address \*

489 Pleasantview

Street Address

Road

Address Line 2

Chanhassen

City

55317

Postal / Zip Code

*Where will this project be installed/ conducted*

## Property ID number (PID) \*

256300150

## Please describe the current condition of the property, relevant site history, and past management \*

The site has a deep eroded ravine that has undermined tree roots of mature trees and caused felling of said trees causing neighboring property damage & has been continuing to get worse over time as the current storm discharge off Pleasantview Road relied on overland flow down a steep hill of a distance of approximately 90 linear feet to waters edge. Most all eroded soils and sediment has been deposited nearest the Lotus Lake Shoreline and has created a significant sediment delta in the lake. The City has worked with the homeowners of 489 Pleasantview Road to obtain an easement for this project and future maintenance.

## Please describe the project in detail, including any site issues you are hoping to address through it. \*

The Pleasantview Road Drainage Improvements project includes removal of old failing storm pipes, eroded slope/ravine correction & stabilization, installation of two new pre-cast concrete storm structures (one being a combination sump and baffle structure for treatment), installation of new concrete piping and FES coupled with installing a rock channel to the lake. This new storm sewer system will serve as a means for the storm discharge off Pleasantview Road to travel to the lake while eliminating the erosion and sediment deposition of the old system and now treating the street runoff to reduce the suspended sediment and pollutants. By completing this project, we will be effectively reducing the amount of sediment and pollutants being discharged directly into Lotus Lake. We will stabilize the exposed soils directly adjacent the lake, remove the sediment delta within our means and restore the shoreline and construction area to a naturally vegetated state consistent with the planset and watershed district recommendations.

## Summarize your workplan. How will the project be completed? \*

The project area will be cleared of trees, and any other debris/rubbish and Pleasantview Road will be subsequently closed for three days for the bulk of the project to be completed. This work includes structure and pipe installation, rock channel installation and backfill of the ravine to the upper limit of the erosion face on each side. The site will be seeded and stabilized immediately following these activities. Tree and shrubbery to be planted after site stabilization. The City Engineer must approve the project schedule prior to the contractor opening up the site. This includes a dry forecast before any construction activities take place and/or opening up the site and closing the road.

## Who will be completing the work, and where will you be purchasing supplies/ equipment from? \*

The City went out to bid January 2020 for this project and received 11 bids for the project. The City has selected the low bidder, Malnau Trucking, to complete this work. Bids ranged from \$64,774.50 to \$118,788.50. Engineers estimate was \$66,460.75. The project is to follow City Standards and Specifications and all materials will be purchased locally and consisting of American made products whenever possible.

## Project Outcomes

# Watershed Stewardship Grant Application

Please complete the following form to apply for a Watershed Stewardship Grant. Please allow the District up to six weeks to process your application.

## Which water quality goals from the District's 10-year plan does your project meet? My project... \*

- Minimizes the negative impacts of erosion and sedimentation through the District's regulatory, education and outreach, and incentive programs
- Incorporates habitat protection or enhancement into development and redevelopment projects
- Establishes and preserves natural corridors for wildlife habitat and migration
- Uses natural materials and bioengineering for the maintenance and restoration of shorelines and streambanks
- Is a vegetated buffer
- Reduces chloride use and loading into water bodies
- Minimizes pollutant loading to water resources
- Tests treatment effectiveness of emerging practices
- None of the above

*Please check all that apply*

## Which water quantity goals from the District's 10-year plan does your project meet? My project... \*

- Enhances the natural function of the floodplain and maintains floodplain storage volume
- Minimizes baseflow impacts
- Promotes infiltration, where feasible, as a best management practice to reduce runoff volume, improve water quality, and promote aquifer recharge.
- Implements Low Impact Development (LID) practices
- Implements conservation practices (e.g. water reuse) to protect creeks, lakes and wetlands.
- None of the above

*Please check all that apply*

## Education and Outreach

### How will your project increase awareness of water resource issues and/ or clean water practices/ projects? \*

We will have a project sheet created for the City's website, and our quarterly Connection mailer. Through this, we will educate the general public about the relationship between erosion and lake water quality, in order to create better stewards in our community.

### May we share your project with the community on our website, social media, or other media? \*

- Yes  No

### Could we highlight your project on a tour or training event? (with prior notice and agreement) \*

- Yes  No

## Maintenance and reporting

# Watershed Stewardship Grant Application

Please complete the following form to apply for a Watershed Stewardship Grant. Please allow the District up to six weeks to process your application.

- I understand that if my project is approved for funding, I/ my organization will enter into a maintenance agreement with the Riley Purgatory Bluff Creek Watershed District \*

**How will the project be monitored and maintained? \***

Annual inspection of sump structure and channel. Clean debris and accumulated sediment as needed.

- I understand that if my project is approved for funding I must submit a project report within 30 days of completing my project and a yearly report containing updates on maintenance and function of the project. \*

**What variables will track and report? How will you track these variables? \***

We will utilize Cartegraph, our asset management tool, to track and assign tasks related to this project.

## Attachments

Please upload the following required documents as PDFs (if you have more than 5 files, please email to [blauer@rpbcwd.org](mailto:blauer@rpbcwd.org))

- Project designs and/ or equipment specifications
- Cost estimates (including quotes)
- Site map of projects location with photos
- Plant list (if design includes vegetation)

## File Upload

 PLEASANTVIEW-FINAL\_PLANS\_REDUCED.pdf

## Authorization to submit application

Name of landowner(s) or responsible party authorized to submit this application and sign any subsequent funding agreement(s).

**Name \***

Charlie Howley

**Role \***

City Engineer, City of Chanhassen

**Date**

02-Mar-2020



dd-MMM-yyyy

- I/ we submit this application for consideration for a 2020 Watershed Stewardship Grant

# THE CITY OF CHANHASSEN CARVER COUNTY

## PLEASANTVIEW ROAD DRAINAGE IMPROVEMENTS

PLEASANTVIEW ROAD  
CHANHASSEN CITY PROJECT NO. 19-04

CONSTRUCTION PLANS FOR GRADING, AND DRAINAGE IMPROVEMENTS

LOCATED ON: PLEASANTVIEW ROAD DIRECTLY SOUTHWEST OF ITS INTERSECTION WITH INDIAN HILL ROAD. (GEOGRAPHIC DESCRIPTION)

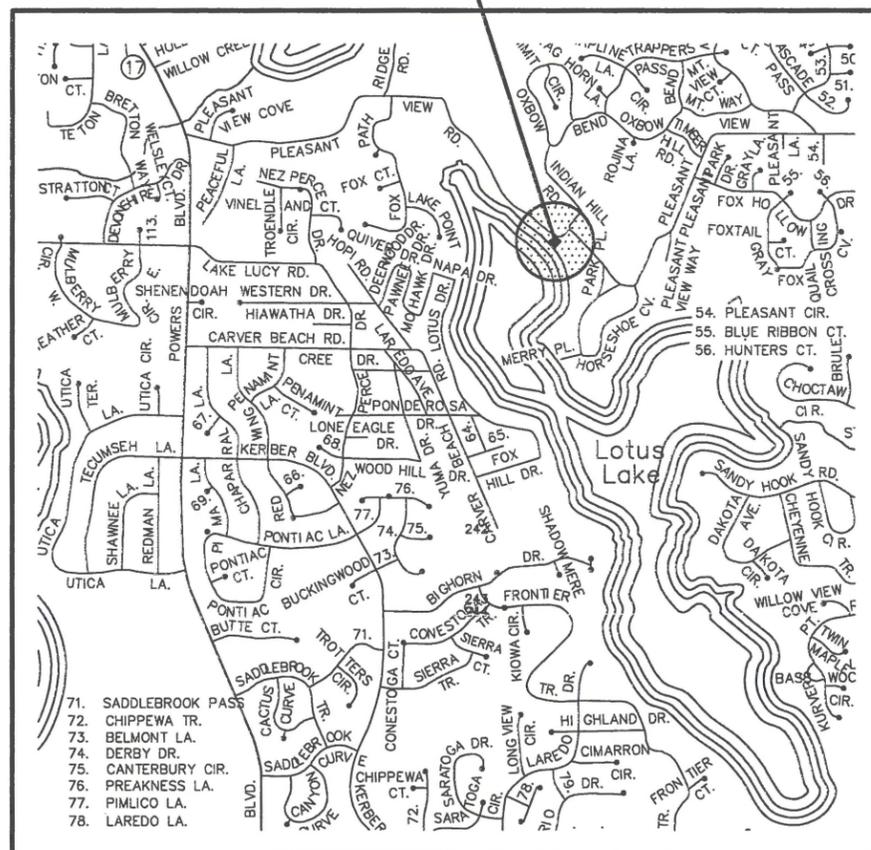
**GOVERNING SPECIFICATIONS**

THE 2017 CITY OF CHANHASSEN SPECIFICATIONS SHALL GOVERN, FOLLOWED BY THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2016 EDITION OF THE "MATERIALS LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION". ALL TRAFFIC CONTROL SIGNING AND DEVICES SHALL CONFORM TO THE MNMUTCD, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

**INDEX**

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	REMOVALS PLAN
3	GRADING PLAN AND PROFILE
4	TURF ESTABLISHMENT AND EROSION CONTROL
5	LANDSCAPE PLAN
6	TRAFFIC CONTROL PLAN

PROJECT LOCATION  
489 PLEASANTVIEW ROAD



**PLAN SET SCALES**

LOCATION MAP	0 500 1000 2000
	SCALE IN FEET
ALIGNMENT	0 25 50 100
	SCALE IN FEET
PLAN	0 15 30 60
	SCALE IN FEET
PROFILE	0 5 10 20
	SCALE IN FEET



THIS PLAN SET CONTAINS 6 SHEETS

## Kimley»Horn

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.

DATE 5/13/19 REG. NO. 24411

ENGINEER Ronald B. Leaf RONALD B. LEAF  
ENGINEER NAME, P.E.

APPROVED George Bandy 12/23/2019  
CITY OF CHANHASSEN ENGINEER



PROJECT LOCATION  
CARVER COUNTY

**NOTE:**  
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".

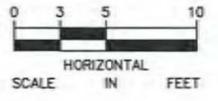
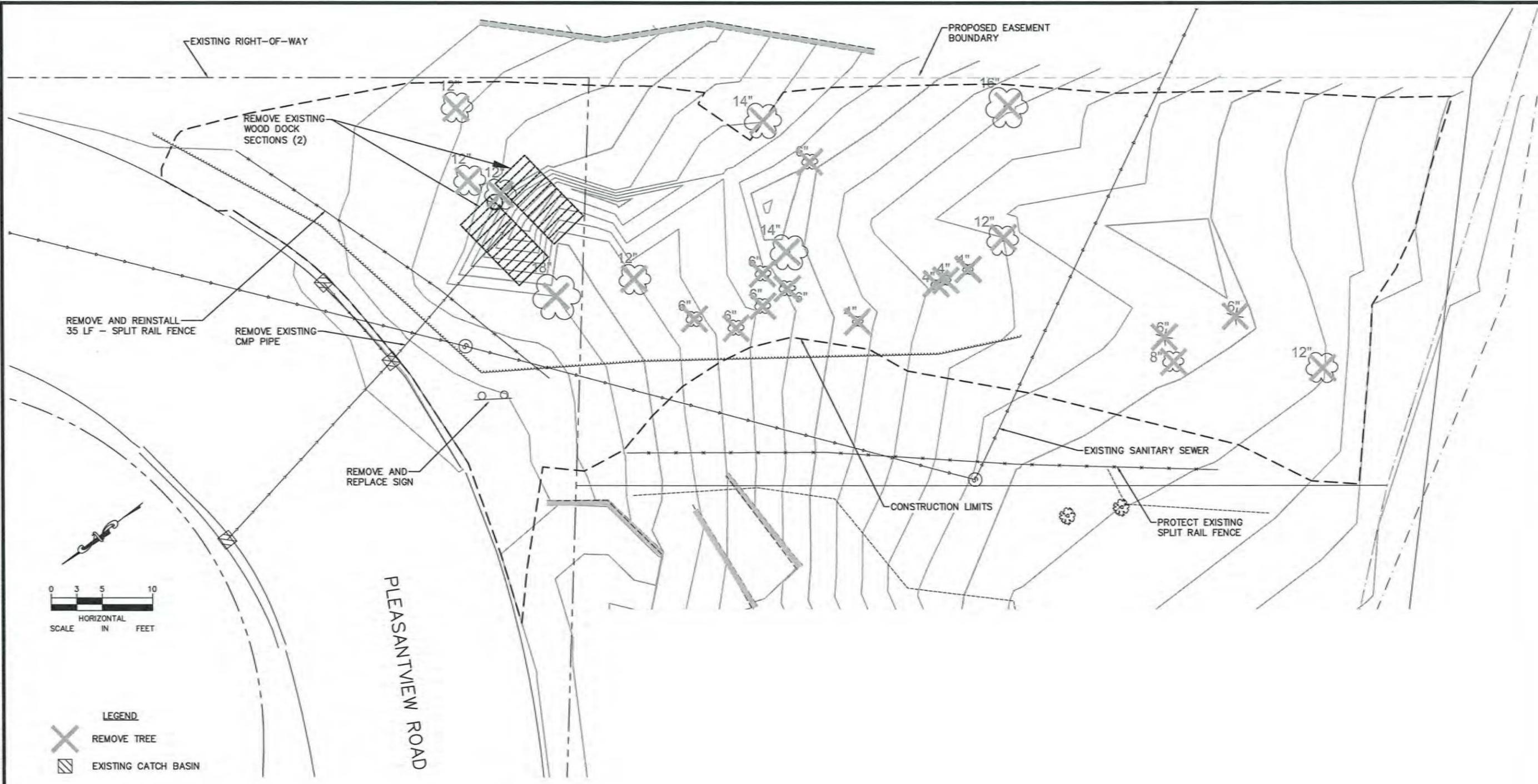
THE EXACT LOCATION OF UNDERGROUND UTILITIES SHOWN IN THIS PLAN SET ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE PRIOR TO STARTING ANY EXCAVATION.

GOPHER STATE ONE CALL SYSTEM.....1-800-252-1166

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

SHEET NO. 1 OF 6 SHEETS

K:\twc\_civil\City\chanhasen\pleasantview\channel\CAD\plan sheets\PLEASANTVIEW-REM01.dwg June 20, 2019 - 11:08am



- LEGEND**
- REMOVE TREE
  - EXISTING CATCH BASIN

- GENERAL REMOVAL NOTES:**
- 1) CONTRACTOR SHALL CALL GOPHER STATE ONE CALL AT 651-454-0002. ALL UTILITIES MUST BE LOCATED PRIOR TO THE START OF CONSTRUCTION.
  - 2) CONTRACTOR SHALL PROTECT ALL EXISTING UTILITY STRUCTURES THAT ARE NOT BEING REMOVED OR RELOCATED.

No.	Date	Revisions	App.

DRAWING NAME	PLEASANTVIEW-REM01.dwg
DESIGNED BY:	RBL
DRAWN BY:	RKM
CHECKED BY:	RBL
DATE:	5/13/19
PROJECT NO.	XXXXXXXX

**Kimley»Horn**

2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114  
PHONE: 651-645-4197  
WWW.KIMLEY-HORN.COM

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.

*Ronald B. Leaf*  
RONALD B. LEAF  
DATE: 5/13/19 MN LIC. NO. 24411



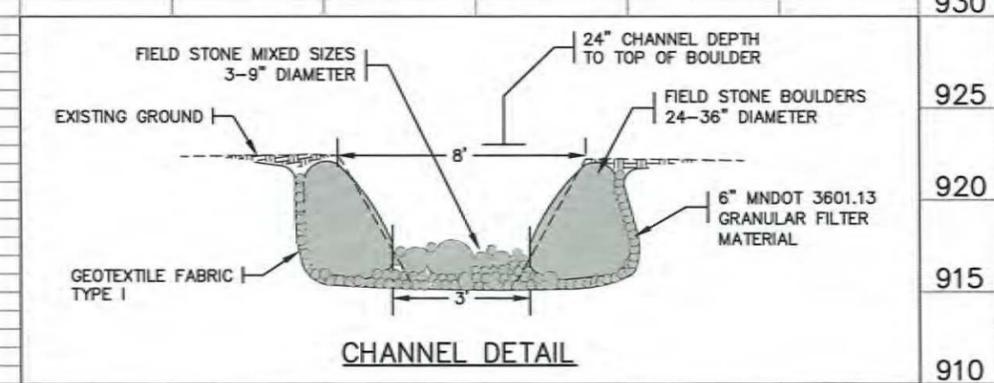
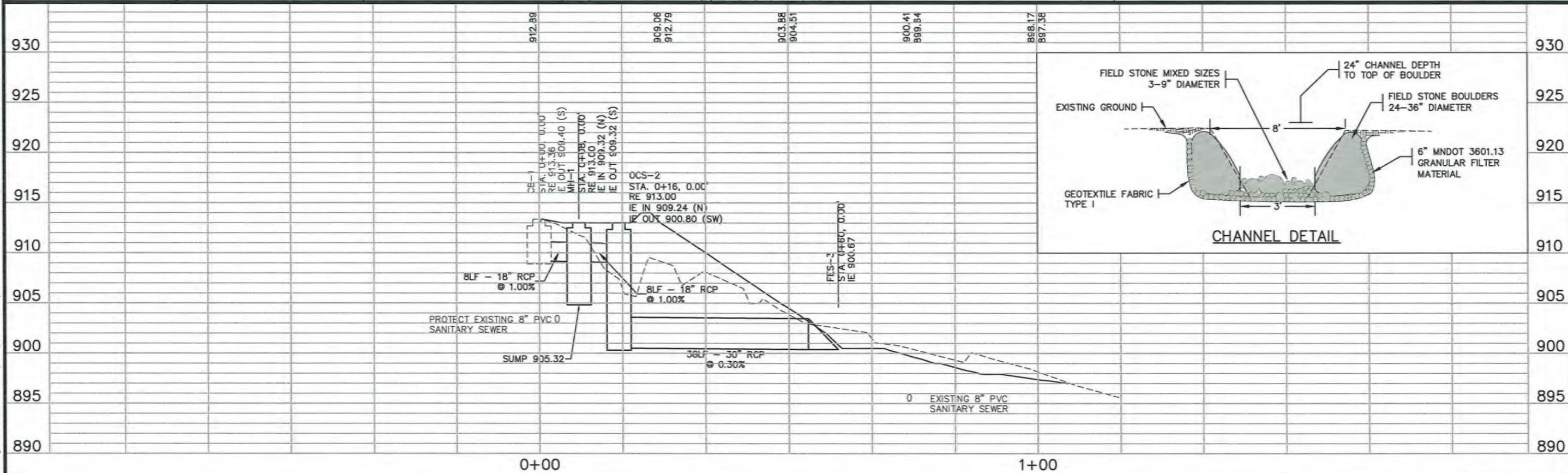
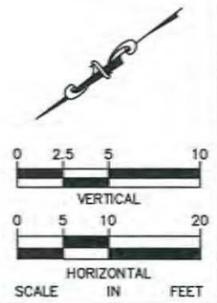
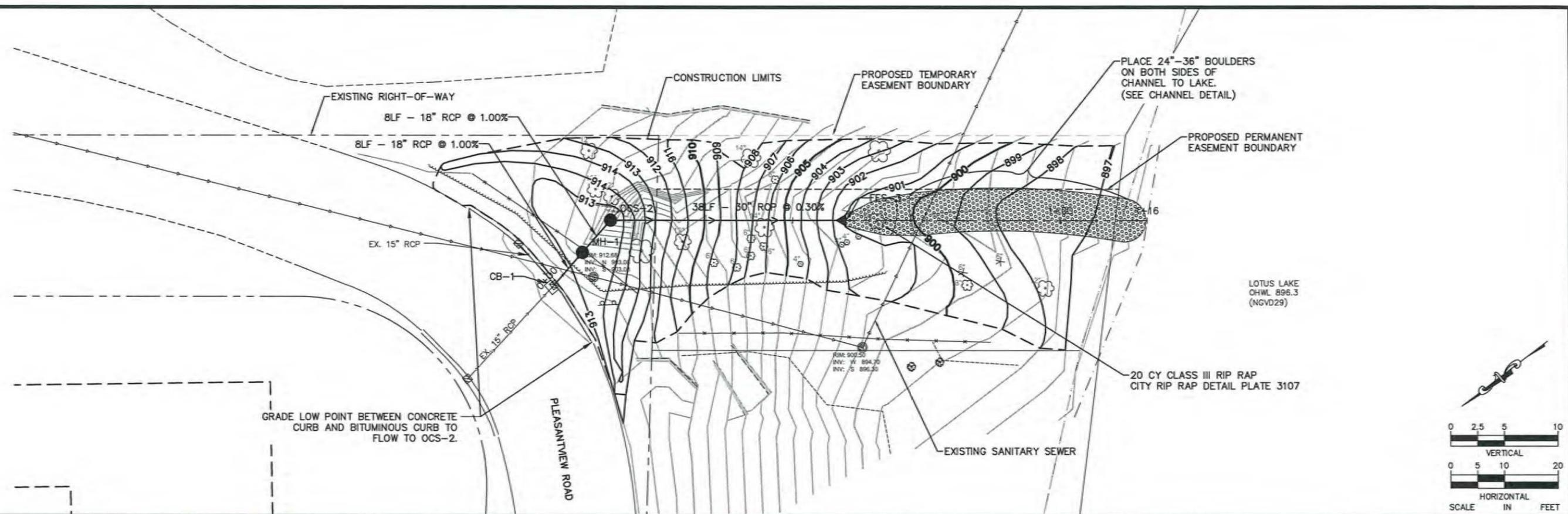
CITY OF CHANHASSEN  
PLEASANTVIEW ROAD  
DRAINAGE IMPROVEMENTS

REMOVALS PLAN

CITY PROJECT	19-04
COUNTY PROJECT	
S.A.P.	
S.A.P.	

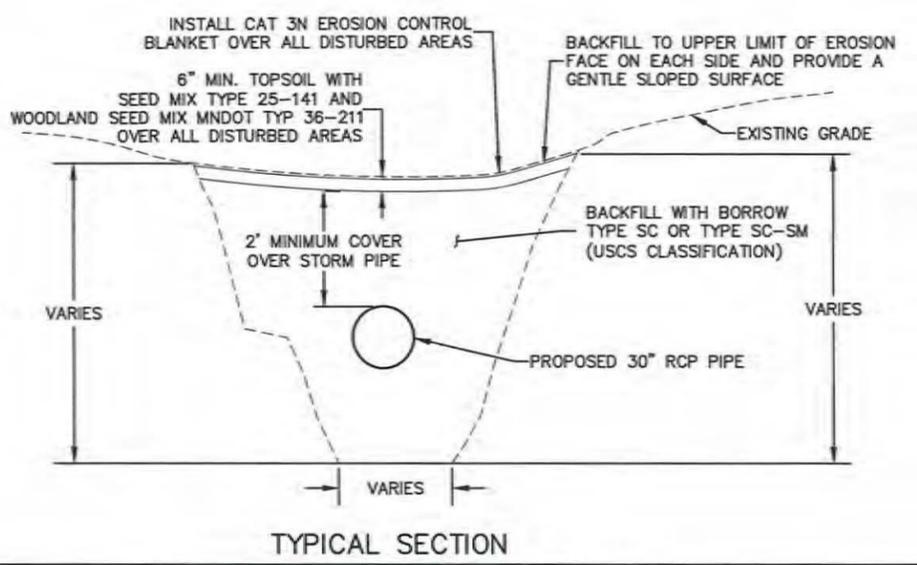
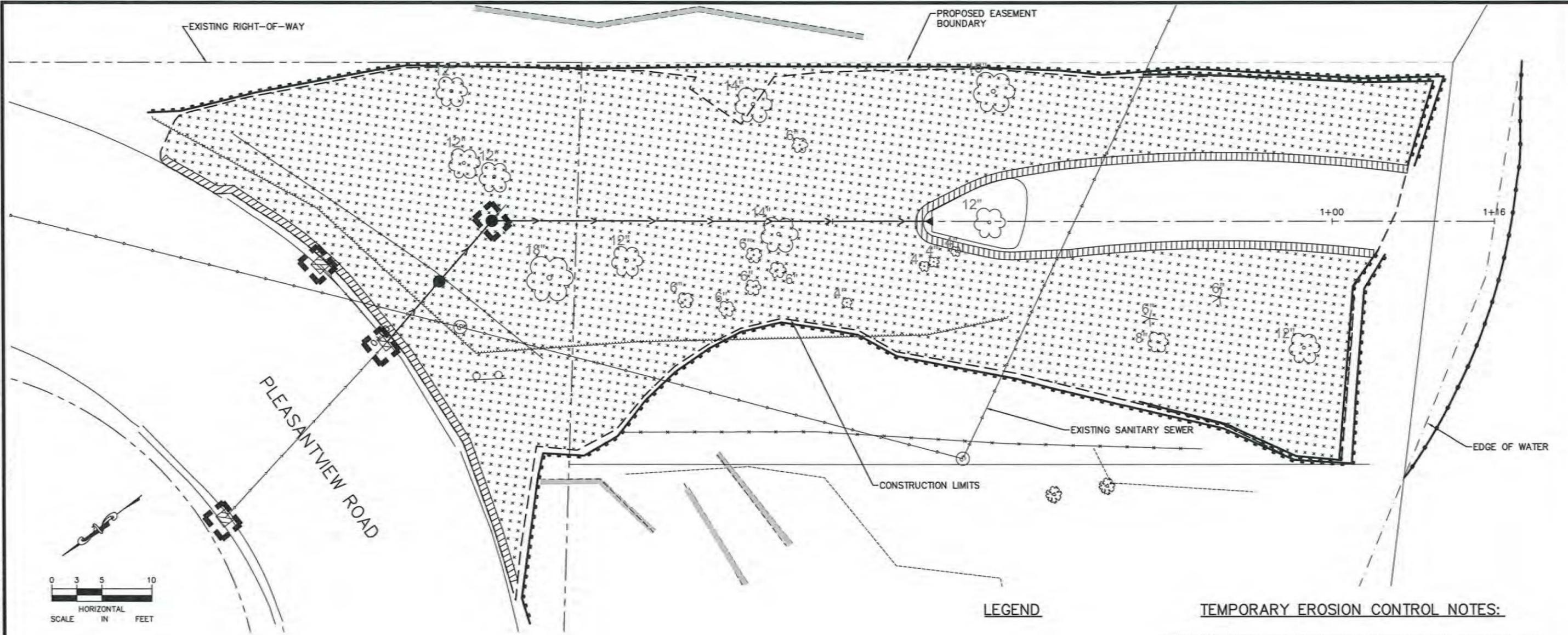
SHEET NO.  
**2**

**6**



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No.	Date	Revisions	App.	DRAWING NAME PLEASANTVIEW-PROF01.dwg	<p>2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114          PHONE: 651-645-4197          WWW.KIMLEY-HORN.COM</p>	<p>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.</p> <p><i>Ronald B. Leaf</i>          RONALD B. LEAF          DATE: 5/13/19 MN LIC. NO. 24411</p>	<p>CITY OF CHANHASSEN          GRADING PLAN AND PROFILE</p>	CITY PROJECT	19-04	SHEET NO.
				COUNTY PROJECT					3	
				S.A.P.						
				S.A.P.						
									6	



TYPICAL SECTION

LEGEND

-  STORM DRAIN INLET PROTECTION
-  STORM SEWER MANHOLES
-  STORM SEWER FES
-  SILT FENCE TYPE MS
-  FLOATATION SILT CURTAIN
-  RANDOM RIPRAP
-  STABILIZED CONSTRUCTION EXIT
-  DRAINAGE DIRECTION
-  SEDIMENT CONTROL LOG TYPE WOOD FIBER
-  EROSION CONTROL BLANKET, CAT 3N

TEMPORARY EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL CONSTRUCT AND MAINTAIN ROCK ENTRANCES AT POINTS OF EXIT FROM SITE OR AS DIRECTED BY THE ENGINEER.
2. ALL STREETS ADJACENT TO THE PROJECT SHALL REMAIN CLEAN AND PASSABLE, EXCEPT WHERE CLOSURE IS SPECIFICALLY IDENTIFIED IN THE TRAFFIC CONTROL PLAN. ALL SEDIMENT AND DEBRIS SHALL BE REMOVED WITHIN 24 HOURS, OR AS OFTEN AS NEEDED TO ENSURE PUBLIC SAFETY.
3. INLET PROTECTION WILL BE PROVIDED AT ALL CATCH BASINS (EXISTING AND PROPOSED) WITHIN THE PROJECT AREA PER THE STANDARD DETAILS.
4. PIPE OUTLETS NEED TEMPORARY OR PERMANENT ENERGY DISSIPATION IF IN PLACE MORE THAN 24 HOURS.
5. WHEN SEDIMENT DEPOSITS IN A WATER OF THE STATE, THE MATERIAL MUST BE REMOVED WITHIN 7 DAYS.
6. THE CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCE, FLOATING SILT CURTAIN, BIOROLL AND INLET PROTECTION AS SHOWN AND AS DIRECTED BY THE ENGINEER. PAYMENT FOR EROSION CONTROL MEASURES SHALL BE MADE ONCE AT THE TIME OF INSTALLATION AND SHALL INCLUDE MAINTENANCE AND REPLACEMENT AS NECESSARY DURING THE COURSE OF CONSTRUCTION AND SHALL INCLUDE REMOVAL AFTER PERMANENT VEGETATION HAS BEEN ESTABLISHED.
7. ALL AREAS TEMPORARILY DISTURBED WILL BE STABILIZED WITH RAPID STABILIZATION METHOD 3 WITHIN THE FOLLOWING TIME FRAMES UNLESS OTHERWISE NOTED.  
 WITHIN 7 DAYS ON ALL 1:3 SIDE SLOPES  
 WITHIN 14 DAYS ON ALL SLOPES BETWEEN 1:10 AND 1:3

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No.	Date	Revisions	App.

**DRAWING NAME**  
PLEASANTVIEW-TURF01.dwg

**DESIGNED BY:** RKM

**DRAWN BY:** RKM

**CHECKED BY:** CIV CHECK 1

**DATE:** 5/13/19

**PROJECT NO.** XXXXXXXX

**Kimley»Horn**

2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114  
 PHONE: 651-645-4197  
 WWW.KIMLEY-HORN.COM

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.

  
 RONALD B. LEAF  
 DATE: 5/13/19 MN LIC. NO. 24411



CITY OF CHANHASSEN  
 PLEASANTVIEW ROAD  
 DRAINAGE IMPROVEMENTS

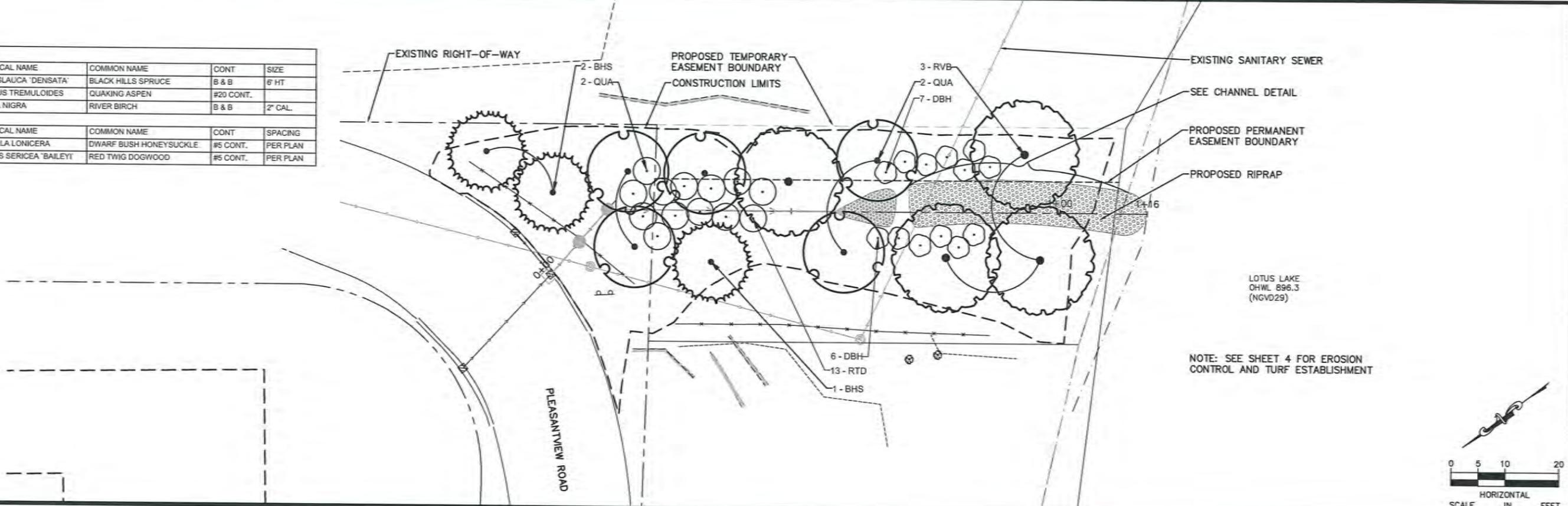
EROSION CONTROL AND  
 TURF ESTABLISHMENT

CITY PROJECT	19-04	SHEET NO.
COUNTY PROJECT		4
S.A.P.		
S.A.P.		6

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE
BHS	3	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	B & B	6' HT
QUA	5	POPULUS TREMULOIDES	QUAKING ASPEN	#20 CONT.	
RVB	4	BETULA NIGRA	RIVER BIRCH	B & B	2" CAL.

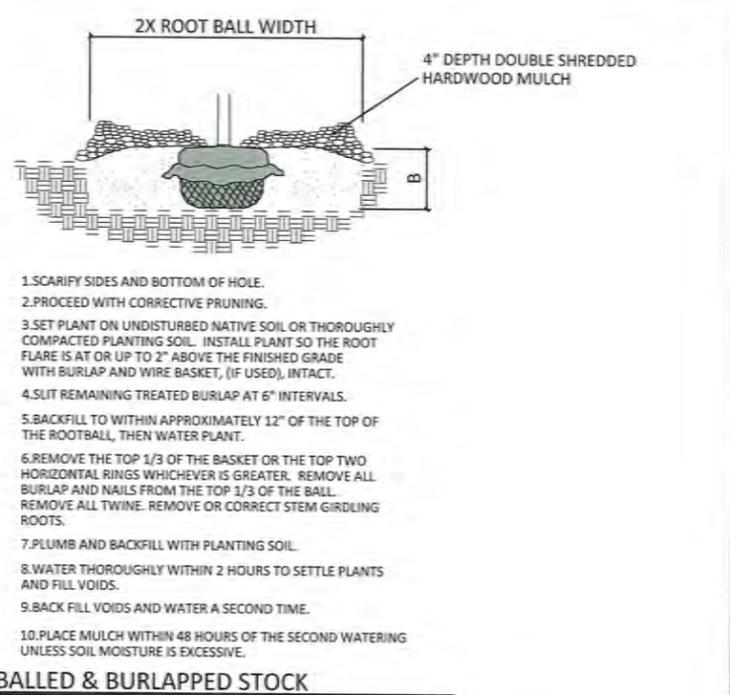
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
DBH	13	DIERVILLA LONICERA	DWARF BUSH HONEYSUCKLE	#5 CONT.	PER PLAN
RTD	13	CORNUS SERICEA 'BAILEY'	RED TWIG DOGWOOD	#5 CONT.	PER PLAN



GENERAL NOTES	
SEE SPECIAL PROVISIONS FOR SPECIFIC PROJECT REQUIREMENTS.	
REFER TO MnDOT SPECIFICATIONS 2571, 3861, AND THE "INSPECTION AND CONTRACT ADMINISTRATION MANUAL FOR MnDOT LANDSCAPE PROJECTS" FOR GENERAL REQUIREMENTS.	
COMPLETE PREPARATORY WORK BEFORE STARTING INITIAL PLANTING OPERATIONS.	
ACCEPT ALL PLANT STOCK IN ACCORDANCE WITH (MnDOT 3861) PRIOR TO PLANTING.	
THE CONTRACTOR WILL DEMONSTRATE COMPETENCY FOR SOIL CULTIVATION OPERATIONS IN ACCORDANCE WITH (MnDOT 2571.3D2 STEP 4)	
THE CONTRACTOR WILL DEMONSTRATE COMPETENCY FOR ALL PLANT INSTALLATION OPERATIONS IN ACCORDANCE WITH (MnDOT 2571.3F1)	
RODENT PROTECTION	N/A
FERTILIZER	SEE SPECIAL PROVISIONS
COMPOST	MnDOT 3890 GRADE 2 UNLESS OTHERWISE SPECIFIED.
MULCH MATERIAL	DOUBLE SHREDDED HARDWOOD BARK MULCH
MASS PLANTING BEDS	PREPARE MASS PLANTING BEDS FOR PLANTS PLACED AT 5' OR LESS, UNLESS OTHERWISE SPECIFIED ON SHEETS. PLANT BEDS IN STAGGERED ROWS ON THE PERIMETER FIRST, THEN UNIFORMLY FILL IN WITH REMAINING PLANTS. USE TRIANGULAR SPACING, UNLESS SPECIFIED OTHERWISE. PROVIDE 5' RADIUS CLEAR OF SHRUBS AROUND EACH DECIDUOUS TREE AND 8' CLEAR RADIUS AROUND EACH CONIFER TREE. RADIUS WILL BE MEASURED FROM THE CENTER OF THE TREE TO THE CENTER OF THE SHRUB. NOTIFY ENGINEER OF GROSS PLANT QUANTITY SURPLUS OR DEFICIENCY IMMEDIATELY. MULCH ENTIRE MASS PLANTING BED. SEE STANDARD PLANTING DETAILS (C)
TREE WRAPPING	WRAP TREES WITH ASPHALTIC IMPREGNATED CREPE WRAP MATERIAL BY OCTOBER 1 AND REMOVE BY APRIL 15

PLANTING PLAN DIMENSIONS	STATED DIMENSIONS SUPERCEDE SCALING FROM PLAN.	
	PLANT TYPE	AVERAGE GALLONS OF WATER PER APPLICATION
MACHINE TRANSPLANTED TREES	50-100	
BALLED AND BURLAPPED TREES	20	
BARE ROOT AND CONTAINER TREES	15	
BALLED AND BURLAPPED SHRUBS	10	
BARE ROOT AND CONTAINER SHRUBS	7	
WOODY SEEDLINGS	4	
PERENNIALS AND VINES	3	
IT IS THE CONTRACTOR'S RESPONSIBILITY TO MONITOR AND MAINTAIN SOIL MOISTURE AT ADEQUATE BUT NOT EXCESSIVE LEVELS. THE AMOUNTS LISTED ABOVE ARE GUIDELINES, NOT REQUIREMENTS.		

PLANTING HOLE DIMENSIONS			
HOLE DEPTH FOR B&B AND CONTAINER PLANTS SHALL NOT EXCEED MEASUREMENT FROM ROOT FLAIR TO BOTTOM OF SOIL BALL.			
PLANT TYPE	PLANT SIZE UP TO AND INCLUDING	(A) MINIMUM HOLE WIDTH	(B) APPROXIMATE HOLE DEPTH
DECIDUOUS & ORNAMENTAL TREES	3" B.R.	48"	15"
	4" B.R.	48"	14"
	5" B.R.	48"	14"
	6" B.R.	54"	15"
	7" B.R.	60"	16"
	8" B.R.	66"	17"
	0.75" B.R.	48"	12"
	1" B.R.	54"	14"
	1.25" B.R.	60"	14"
	1.5" B.R.	66"	15"
	1.75" B.R.	72"	16"
	2" B.R.	84"	17"
	4" B.R.	48"	11"
	5" B.R.	48"	12"
	6" B.R.	52"	14"
8" B.R.	66"	16"	
10" B.R.	66"	16"	
12" B.R.	48"	16"	
1" B.R.	54"	14"	
1.25" B.R.	56"	15"	
1.5" B.R.	61"	15"	
1.75" B.R.	66"	16"	
2" B.R.	72"	16"	
2.5" B.R.	84"	17"	
3" B.R.	96"	20"	
3.5" B.R.	114"	23"	
4" B.R.	126"	25"	
12" B.R.	28"	7"	
15" B.R.	28"	8"	
18" B.R.	30"	8"	
2" B.R.	33"	9"	
3" B.R.	42"	11"	
4" B.R.	48"	12"	
5" B.R.	54"	14"	
6" B.R.	60"	14"	
16" B.R.	27"	7"	
2" B.R.	30"	8"	
3" B.R.	36"	9"	
4" B.R.	42"	11"	
5" B.R.	48"	12"	
6" B.R.	54"	14"	



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No.	Date	Revisions	App.

DRAWING NAME	PLEASANTVIEW-LSCP01.dwg
DESIGNED BY:	TPH
DRAWN BY:	KML
CHECKED BY:	TPH
DATE:	5/13/19
PROJECT NO.	XXXXXXX

# Kimley»Horn

2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114  
 PHONE: 651-645-4197  
 WWW.KIMLEY-HORN.COM

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 LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

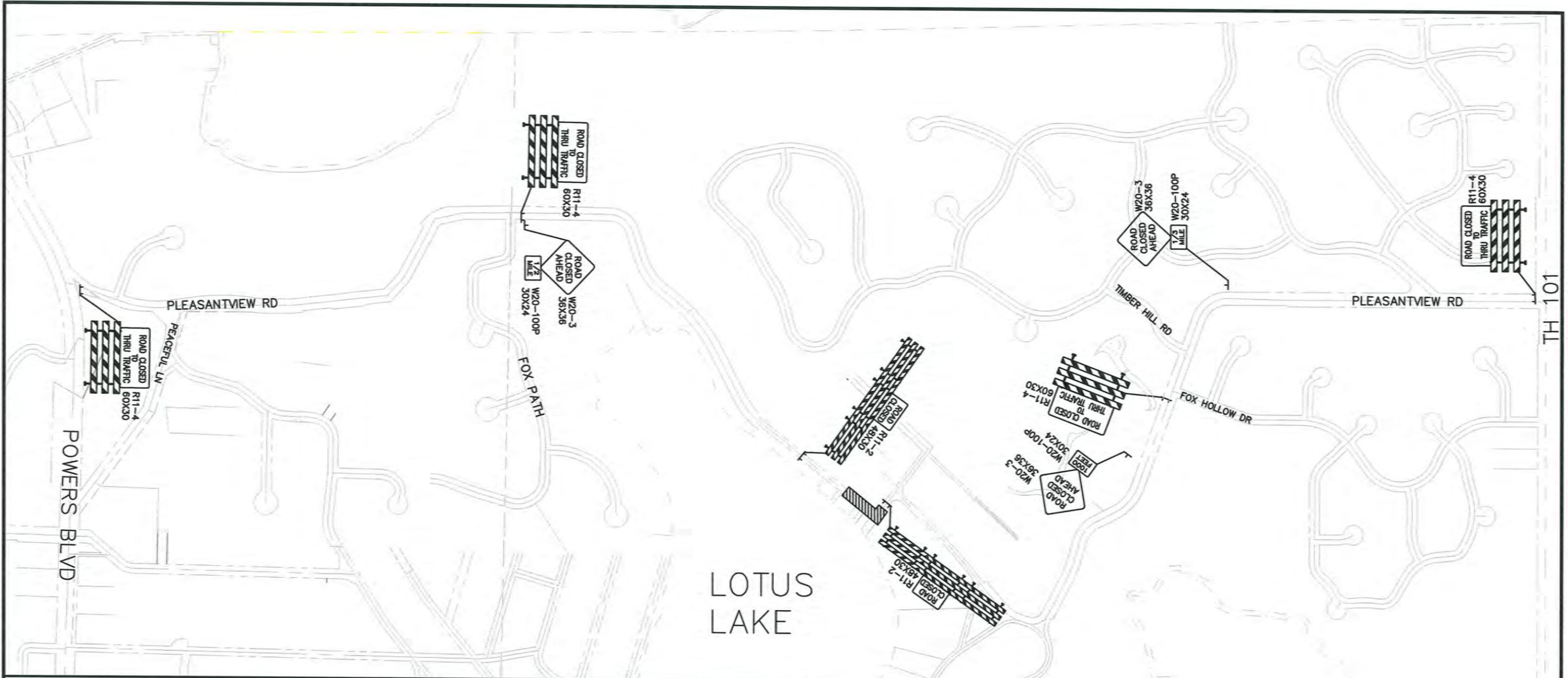
*Todd P. Halunen*  
 TODD P. HALUNEN  
 DATE: 5/13/2019 MN LIC. NO. 24900

CITY OF CHANHASSEN

CITY OF CHANHASSEN  
 PLEASANTVIEW ROAD  
 DRAINAGE IMPROVEMENTS

LANDSCAPE PLAN

CITY PROJECT	19-04	SHEET NO. <b>5</b>
COUNTY PROJECT		
S.A.P.		<b>6</b>
S.A.P.		



**GENERAL INFORMATION:**

1. THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN THE DEVICES IN THE TRAFFIC CONTROL PLAN UNLESS OTHERWISE NOTED.
2. FIELD CONDITIONS MAY REQUIRE MODIFICATIONS OF THIS LAYOUT AS DEEMED NECESSARY BY THE ENGINEER.
3. ALL DISTANCES ARE APPROXIMATE.
4. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ANY WORK AREAS NEAR TRAFFIC IN ACCORDANCE WITH THE MN MUTCD.

**SIGNING:**

1. WHEN SIGNS ARE PLACED, THEY SHALL BE MOUNTED ON POSTS DRIVEN INTO THE GROUND AT THE PROPER HEIGHT AND LATERAL OFFSET AS SHOWN IN THE "TYPICAL TEMPORARY SIGN FRAMING & INSTALLATION DETAIL" IN THE PLAN. IF THIS IS NOT POSSIBLE, THEY WILL BE MOUNTED ON PORTABLE SUPPORTS AS APPROVED BY THE ENGINEER. WHEN THE SIGNS ARE REMOVED THE SIGN POSTS SHALL ALSO BE REMOVED AS SOON AS POSSIBLE.
2. ALL ORANGE WARNING AND ORANGE GUIDE SIGNS SHALL BE FABRICATED WITH SIGN SHEETING MATERIAL AS LISTED ON THE MnDOT APPROVED PRODUCT LIST FOR "SHEETING FOR RIGID TEMPORARY WORK ZONE SIGNS, DELINEATORS, AND MARKERS".
3. BARRICADES SHALL BE FABRICATED WITH SIGN SHEETING MATERIAL AS LISTED ON THE MnDOT APPROVED PRODUCT LIST FOR "BARRICADE SHEETING".
4. LONGITUDINAL DROPOFFS SHALL BE SIGNED AS SHOWN IN THE "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS" FIELD MANUAL UNLESS OTHERWISE SPECIFIED IN THESE PLANS.

**LEGEND:**

- ▨ AREA CLOSED TO TRAFFIC / WORK AREA
- ⊥ TRAFFIC CONTROL SIGN
- ≡≡≡ TYPE C BARRICADE

**SPECIFIC NOTES:**

1. ROADWAY CLOSURE SHALL NOT EXCEED THREE DAYS.
2. CONTRACTOR'S FINAL TRAFFIC CONTROL PLAN SHALL BE APPROVED BY THE CITY ENGINEER.



No.	Date	Revisions	App.

DRAWING NAME	160511042-closuresigns
DESIGNED BY:	BJB
DRAWN BY:	CAB
CHECKED BY:	BJB
DATE:	5/8/2019
PROJECT NO.	160511042

**Kimley»Horn**

2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114  
 PHONE: 651-645-4197  
 WWW.KIMLEY-HORN.COM

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BRANDON J. BOURDON  
 DATE: 5/13/19 MN LIC. NO. 43709



CITY OF CHANHASSEN  
 PLEASANTVIEW CHANNEL DRAINAGE IMPROVEMENTS  
 TRAFFIC CLOSURE PLAN

CITY PROJECT	19-04	SHEET NO.	6
COUNTY PROJECT			
S.A.P.			
S.A.P.			6

**DIVISION 1  
SUPPLEMENTARY GENERAL REQUIREMENTS**

---

1010 – SUMMARY OF WORK .....	2
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## DIVISION 1

### SUPPLEMENTARY GENERAL REQUIREMENTS

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#### 1010 – SUMMARY OF WORK

The work included under this contract will include construction of stormwater facilities to convey water from the roadway to Lotus Lake in a controlled manner as shown on the plans and specifications. The improvements consist of manholes, storm sewer pipe and a rock-lined channel.

This project has an anticipated start date of **July 9, 2020**. This project has a substantial completion date of **10 day working days after initiating significant construction**, and no later than **August 31, 2020**. Initiating significant construction means any excavation or mobilization of significant materials or equipment to the project site. Installation of erosion control measures and clearing and grubbing activities are not considered initiating significant construction. Substantial completion includes all excavation and grading, storm sewer installation, and temporary restoration. Final vegetation establishment and restoration shall be completed by **September 30, 2020**.

All work will be done within the construction limits shown in the plans, public right-of-way, easements obtained by the Owner, or on property for which the Owner has been granted a right-of-entry.

#### 1014 – WORK SEQUENCE

The Contractor shall perform his work in such a manner as to cause the least interference with adjoining property owners and the general public.

Quotes will be opened on January 23, at 2:00 p.m. local time, at the City of Chanhassen, 7700 Market Boulevard, Chanhassen, Minnesota 55317. It is anticipated that the contract will be awarded at the February 10, 2020, City Council meeting at Chanhassen City Hall.

The selected Contractor shall have all contracts signed and required bonds secured and delivered to Chanhassen City Hall prior to starting construction.

The Contractor shall perform the work at his/her discretion although the completion dates shall remain in effect. The Contractor shall provide a three (3) day notice to the City if it appears that the construction schedule will be deviated from by a period of more than ten (10) working days.

Prior to the scheduling of the preconstruction conference, as noted elsewhere in these Contract Documents, the Contractor shall submit in writing to the Engineer for approval a schedule of procedure and after approved, shall not deviate from it without written permission from the Engineer. The schedule of procedure shall indicate the number of crews and persons to be employed, time schedule, work sequence and moves, and other pertinent information as required by the Engineer. The Contractor shall modify the schedule to accommodate these occurrences and shall reschedule accordingly at no additional compensation. This schedule assumes some down time for unforeseen weather conditions that are typical to this area. No extension of time will be granted for weather conditions typical for the time of year the work is undertaken. The Contractor must notify the Engineer of any and all delays within 10 days of the occurrence. These may be considered for an extension to the completion dates.

The Contractor should give special attention to this scheduling provision prior to submitting the Proposal for applicable bid items on the project as the City will not allow additional compensation due to multiple mobilizations.

Any requests from the Contractor for modification of the plans and specifications shall be accompanied by an estimate of the time savings or extension. There must be a benefit to the Owner or the project if the request is to be considered. No extension of time will be acknowledged at the end of the project for failing to notify the Engineer at the time that the delay occurred.

### **1050 – FIELD ENGINEERING**

The Owner will provide horizontal and vertical control construction stakes to allow the Contractor to construct the facilities as follows:

A. Offset stakes placed at 25-foot intervals for sanitary or storm sewer, with a cut sheet indicating horizontal and vertical distances from the stake to the pipe invert.

It shall be the Contractor's total responsibility to accurately construct the utilities in accordance with the construction stakes. Construction stakes will not be placed by the Owner until a written request is received from the Contractor giving the Engineer a 48-hour working day (M-F) notice, describing where and when he wants the construction stakes placed for the next week's construction. The stakes will be set only one time and it will be the responsibility of the Contractor to preserve the stakes.

The Engineer shall have the right to order the Contractor to have construction stakes replaced if the Engineer determines that a significant number of stakes have been destroyed.

The replacement of any construction stakes will be done by the Owner at the Contractor's expense and for which the Contractor will be billed. Grade stakes in sufficient quantities and of shape and length approved by the Engineer shall be supplied by the Contractor.

The Contractor shall be responsible for replacement of all property or section corners he removes. The Owner will mark all property corners and section corners the Owner is aware of prior to construction. The Contractor shall notify the Engineer of any property corner, whether the Owner has marked them or not, which the Contractor may disturb in sufficient time to allow the Engineer to establish ties to the corner. The replacement of property or section corners shall be by the Owner at the Contractor's expense and for which the Contractor will be billed.

No additional compensation shall be allowed the Contractor for any claims of crews being held up because of lack of line and grade stakes.

### **1060 – PERMITS**

The total area of disturbance for the project will be less than one (1) acre therefore a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit (MNR 100001) will not be required. The Owner will coordinate permit application requirements with the watershed district.

The Contractor shall cooperate with the Owner to implement a fully-documented inspection and maintenance program for all temporary erosion and sediment control measures as required by the Erosion control plan.

The Contractor shall be required to obtain a DNR appropriations permit for any dewatering operations that trigger the need for the permit. All water discharged during dewatering operations shall conform to NPDES discharge requirements.

### **1080 – REFERENCE SPECIFICATIONS**

Where the Minnesota Department of Transportation specifications are referred to herein and where a reference to the word "State" is mentioned, it is understood that the word "Owner" is substituted. All reference to the word "Engineer" shall be interpreted as the Engineer for the Owner. Minnesota Department of Transportation (MnDOT) Specifications for Highway Construction, 2018 Edition and latest

revision thereto shall apply except as noted herein. In no cases shall any part of Division 1 (General Requirements and Covenants) of the MnDOT Specifications apply to this contract unless specifically stated elsewhere in these specifications.

Utility construction shall be accomplished in accordance with applicable sections of the City Engineers Association of Minnesota, Standard Utilities Specifications, dated 2013.

### **1103 – DEFINITIONS**

Owner: Shall mean City of Chanhassen, 7700 Market Boulevard, Chanhassen, Minnesota 55317.

Engineer: Shall mean Kimley-Horn, 767 Eustis Street, St. Paul, MN 55114.

### **1200 – PROJECT MEETINGS**

Prior to the start of the work, there will be a preconstruction meeting arranged by the Engineer. Representatives of the Engineer, Owner, Contractor, and public utility companies shall be present at this meeting.

The Contractor's project superintendent will be present at the meeting. This person shall be familiar with all phases of the work to be executed and shall oversee the work during its progress. The project superintendent shall represent the Contractor in his absence, and communications and directions given to him shall be as binding as if given to the Contractor.

The Contractor shall submit a detailed work schedule that shall be reviewed, along with any other information necessary for an orderly execution of the work, as noted in Section 1300 of these Contract Documents.

Throughout the construction, regular meetings will be called as deemed necessary by the Engineer to review progress and discuss items necessary for an orderly completion.

### **1300 – SUBMITTALS**

Prior to the preconstruction conference, the Contractor shall submit in writing to the Engineer for review a schedule of procedure indicating the order in which the Contractor proposes to perform the segment of the work, the dates on which he will start the various features thereof, and the contemplated dates for completing the same. The Contractor shall not deviate from this schedule once approved without written permission of the Engineer. An updated monthly work schedule must be included with any partial payment request. The lack of a schedule shall be cause for withholding of progress payments and could result in a work stoppage. If the work is stopped, no credit of working days or payment of down time will be provided.

The Contractor shall present to the Engineer four (4) copies of detailed, dimensioned manufacturer's drawings of all materials, apparatus and machinery, and for such fittings and devices as the Engineer may direct. The Engineer will keep two (2) copies of each set and return the rest to the Contractor with the Engineer's approval or notations. In case of lack of approval, the Contractor shall submit new drawings, corrected as required by the Engineer. All such drawings shall be submitted to the Engineer with a time allowance of 10 days for consideration. Submittals shall be required for, but not limited to, manhole structures, castings, sewer pipe, water main and fittings.

All shop drawings shall be submitted through the Prime or General Contractor and be accompanied by a letter of transmittal. The Prime or General Contractor shall approve all shop drawings before transmitting them for approval.

The Engineer's approval of such drawings or schedules shall not relieve the Contractor from the

responsibility for errors of any sort in shop drawings or schedule. No work shall be started until the drawings have been approved by the Engineer.

#### **A. Submittal of Samples**

Submit a minimum of two (2) samples of materials, finishes, colors, etc., as required for approval. Consult with the Engineer for exact requirements prior to preparing submittal.

Submit samples to Engineer's office, securely packaged, with the name of the Project clearly indicated on the package exterior. Each physical sample shall have a label or tag, firmly attached to the sample, bearing the following information: (a) name of project, (b) name of supplier, (c) name of contractor, and (d) product information such as manufacturer's designation, finish, type, class, grade, etc. as is appropriate.

#### **1400 – QUALITY CONTROL**

Any person representing federal or state agencies, the Engineer, or Owners shall have the right-of-entry to inspect the work being performed by the Contractor. If the case warrants, the Contractor shall provide proper facilities for such access and inspection.

The Contractor shall notify the resident observer anytime he anticipates working on this project. No work will be allowed without notifying the observer a minimum of 24 hours beforehand.

Testing of materials and/or densities will be paid for by the Owner. Any retesting due to failures shall be at the expense of the Contractor.

The Owner reserves the right to check construction of the sewer by closed circuit television before final acceptance and at any time within the warranty period. Such inspection shall be at the Owner's expense.

#### **1401 – CODES AND STANDARDS**

Reference to codes and standards established by federal, state, and local agencies, or the professional and trade societies and associations shall be to the latest edition at the time of contract award.

When conflicting information is given, the most restrictive shall apply. Any questions of intent will be determined by the Engineer upon written request by the Contractor.

#### **1402 – “OR EQUAL” CLAUSE**

Whenever a material or article required is shown on the Plans or in the Specification by using the name of a product or of a particular manufacturer, it is to be understood that other products or materials which will adequately perform the required function may be considered equal and satisfactory in the Engineer's opinion. A comparable product shall not be purchased or installed without the Engineer's approval. A "Contract Change Order" shall be used if the Contract is to be modified.

#### **1404 – BARRICADES AND MAINTENANCE OF TRAFFIC**

The Contractor shall furnish, erect, and maintain warning lights and barricades as required by the Engineer to adequately warn and protect the public from hazardous protrusions, materials, excavations, etc., resulting directly or indirectly from the construction. All signs, barricades, and warning lights shall conform to the requirements of the Minnesota manual on Uniform Traffic Control Devices (MMUTCD).

Traffic control shall be the sole responsibility of the Contractor and shall conform to the requirements of the Minnesota manual on Uniform Traffic Control Devices (MMUTCD). The Contractor shall give the Engineer 48-hour notice prior to a proposed partial blockage or closure of any street or public right-of-way.

The Contractor shall designate one person and an alternate who are on 24-hour call to have responsible charge of proper erection and maintenance of traffic barriers, warning signs, warning lights, street maintenance, etc.

Traffic control devices shall be inspected daily. Warning lights shall be checked weekly by the Contractor or its representative for proper operation and cleaned as required. All broken or ineffective traffic barriers, warning signs, and warning lights shall be replaced immediately.

All temporary signs, barricades, and warning lights required by the Engineer shall be incidental to the Lump Sum bid items for Traffic Control.

#### **1407 – CLEANUP**

During the progress of the work, the area affected shall be kept clean and free of all rubbish and surplus materials. All unnecessary construction equipment shall be removed from the site and all damage repaired so that the public and adjacent property owners are inconvenienced as little as possible. Where materials or debris have washed or flowed into or have been placed in water courses, ditches, gutters, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be removed and satisfactorily disposed of during progress of work. All ditches, channels, drains, etc. shall be kept in a clean and neat condition.

Any material deposited on streets adjacent to the project from construction or hauling operations shall be cleaned as directed by the Engineer. If the Contractor fails to clear adjacent roadways within 24 hours of notification, the Engineer shall make arrangements to have the roadways cleaned by the City and bill the Contractor for the incurred cost. **The resulting fees for cleanup work performed by the City will be deducted from the final project estimate.**

On or before the completion of work, the Contractor shall, unless otherwise directed in writing, remove all temporary works, tools and machinery, other construction equipment, or stockpiles placed by him. He shall remove all rubbish from any grounds which he has occupied and shall leave all of the premises and adjacent property affected by the operation in a neat and restored condition satisfactory to the Engineer. All clean-up shall include all of the above, including street sweeping as is necessary through the duration of the project and shall be performed at no cost to the Owner. **Failure to perform clean-up may result in the stoppage of work until clean-up is completed. No additional compensation shall be made for down time resulting from a work stoppage to perform clean-up.**

#### **1515 – CONSTRUCTION WATER**

Water for new construction purposes may be obtained from the City Utility Superintendent. The Contractor shall make suitable arrangements with the Director of Public Works for the location where water may be obtained. The City will not charge for water for all normal requirements, but reserves the right to charge the cost of any water which is used over these requirements. Such cost shall be charged against the project.

#### **1516 – TEMPORARY SANITARY FACILITIES**

The Contractor, at his own expense, shall provide and maintain temporary toilet facilities at the site during the construction period.

#### **1546 – PROTECT EXISTING UTILITIES**

Prior to commencing construction, the Contractor shall check all existing manholes, catch basins, gate valve boxes, stop boxes, storm sewer lines, and other utilities in the construction zones to determine their condition. Failure to report deficiencies in writing and have such deficiencies acknowledged in writing by

the Engineer will be cause for any required repairs and/or cleaning to be charged to the Contractor.

It may be necessary to relocate existing private utilities to facilitate construction. It is the Contractor's responsibility to coordinate his work with the non-municipal utility companies and preserve the existing condition of said utilities. All crossings will be thoroughly backfilled and compacted, using mechanical tampers to prevent any displacement or settlement of the utility lines. No compensation will be allowed the Contractor for replacement of damaged utilities.

It shall be a construction priority for the Contractor to contact Gopher State One Call (651-454-0002) for utility locations before doing any underground excavation.

#### **1547 – PROTECT EXISTING PAVEMENTS**

The Contractor shall provide and use only rubber-tired equipment on all work where street pavements or portions of pavements are undisturbed for the protection of the pavements or in such locations as the Engineer may direct.

No compensation will be allowed the Contractor for resurfacing or replacing damaged pavements.

#### **1548 – PROTECT EXISTING SURFACE IMPROVEMENTS**

It shall be the Contractor's responsibility to protect, and/or remove and reinstall all fences, street signs, mailboxes, lawn irrigation systems, retaining walls, and other items required to construct the proposed improvements.

When existing lawn irrigation systems conflict with the proposed construction, the Contractor shall notify each affected property owner as to how the irrigation systems will be dealt with. The property owner shall be notified at least one week in advance of any disconnection of the irrigation system. The Contractor shall use a qualified subcontractor who specializes in installation and maintenance of lawn irrigation systems to disconnect, make alterations to, and reconnect the irrigation system in order to minimize the damage to the existing equipment.

The work associated with protecting, and/or removing and reinstalling all fences, street signs, mailboxes, lawn irrigation systems, and other items shall be considered incidental to the project unless specific bid items are provided.

#### **1560 – WORKING HOURS**

Working hours will be from 7:00 a.m. to 6:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. Requests for extension of working hours must be approved by the City Council. The Contractor shall submit all requests through the Engineer. The Contractor shall structure the proposed project schedule based on the stated working hours. No equipment shall be started or warmed up prior to 7:00 a.m. and no deliveries, including fuel, shall be allowed outside of the working stated working hours.

#### **1561 – NOISE CONTROL**

The Contractor shall comply with local and state ordinances on noise abatement. All equipment shall have effective mufflers on engine exhaust systems.

#### **1562 – DUST CONTROL**

The Contractor shall be responsible for dust control. Water is available to the Contractor for this use, but suitable arrangements must be made with the City Water Department to determine locations where water may be obtained. All labor and materials associated with dust control will be considered incidental to project cost.

## **1568 – EROSION CONTROL**

Erosion control shall be placed and maintained by the Contractor to minimize erosion as directed by the Engineer. The Contractor shall use the appropriate means of control for individual situations. The erosion control types could include silt fence, fiber blanket, rock construction entrances, diversion ditches, and hay bales around catch basins, all of which will be considered incidental to the project cost unless a bid item is provided in the Proposal Form. Failure to maintain the erosion control will be sufficient cause to withhold further payments on the project until the maintenance is complete.

The Contractor shall comply with the National Pollutant Discharge Elimination Systems, Phase 2 (NPDES II) General Storm Water Permit (MN R100001) required by the Minnesota Pollution Control Agency (MPCA). The erosion control measures of the project have been identified in the plan set, however, modification can be made depending on actual site conditions. All erosion control shall be installed prior to the commencement of construction.

All manholes and storm sewer systems shall be protected from sedimentation, along with downstream ponding areas. All catch basins shall be protected with approved means of protection, immediately following construction, to be paid for at the unit bid price.

Prior to final acceptance of the project or the end of the warranty period, the Contractor shall remove all erosion control items.

## **1701 – CONTRACT CLOSEOUT PROCEDURES**

Final payment will not be made until the Contractor shall have filed with the Engineer evidence in the form of an affidavit or such other evidence as may be required that all claims against him by reason of the Contract have been fully paid or satisfactorily secured. This shall be in the form of paid-in-full lien waivers from each supplier and subcontractor along with the IC-134 Form. In case such evidence is not furnished, the Owner may retain out of any monies due said Contractor sums sufficient to cover all lienable claims unpaid.

Before final payment is made for the work on this project, the Contractor must make a satisfactory showing that he has complied with the provisions of Minnesota Statutes Annotated 290.92 requiring the withholding of state income taxes for wages paid the employees on this project. Receipt by the Engineer of a certificate of compliance from the Commissioner of Taxation will satisfy the requirement.

## **1740 – WARRANTY**

The Contractor for this work shall guarantee and maintain the stability of all his work, equipment and Materials, including all plant material, for a period of 2 years from date of final acceptance by the City of Chanhassen. The 2-year maintenance guarantee shall be included in and be a part of the Contractor Security (Performance Bond) previously specified. The provisions of this paragraph shall not be construed as restricting Contractor's liability for breach of contract by reason of non-conformance with the specification for defects or faulty workmanship.

## **1807 – FAILURE TO COMPLETE THE WORK ON TIME**

Liquidated damages will be assessed in accordance with the provisions of MnDOT 1807, except as modified below:

Section 01807.2, Waiver of Liquidated Damages, is amended by eliminating the second paragraph in its entirety. Liquidated damages will accrue if the work has not been completed according to the stipulated schedule for substantial and final completion. The liquidated damages shall **be equal to the amount**

**indicated on the Schedule of Liquidated Damages as shown on page G-35 of the City of Chanhassen's 2016 General Conditions** per calendar day for the project.

**FINES**

In the event the Owner is fined by the Minnesota Pollution Control Agency, Environmental Protection Agency, Watershed District, or Minnesota Department of Health as a result of the Contractor's actions or lack of actions, the Owner will deduct from payment, due the Contractor, corresponding amounts to cover the cost of such fines, including the costs of related engineering and legal fees.

**NOTICE TO PROCEED**

The Contractor shall not begin work until proper execution of the contract and written authorization to proceed has been issued by the Owner and Engineer. The submittal of all required surety bonds and insurance certificates is required before a Notice to Proceed can be issued.

**CONTRACTOR'S USE OF PREMISES**

General: Based on personal examination of the site, the Contractor must satisfy himself as to all local conditions affecting the performance of the contract. The Contractor is considered to accept such conditions as found to exist.

Existing Facilities: Contractor shall take complete field measurements affecting all existing construction in this project and Contractor shall be solely responsible for proper fit between his work and existing structures and equipment. Contractor shall examine all work to which he will connect, and if any misalignment is found, he shall arrange his work so that the misalignment is corrected to the satisfaction of the Engineer.

Contractor is responsible for any damage to existing structures, work, materials, or equipment because of his work and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of and at no additional cost to the Owner or Engineer. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, or other public or private property, which may be caused by transporting equipment, materials, or men to or from work. Contractor shall make acceptable arrangements with the group having jurisdiction over damaged property for its repair or replacement.

Unfavorable Construction Conditions: During excessive moisture or other unsuitable construction conditions, the Contractor shall confine his work to areas which are not adversely affected by the weather. No portion of the work shall be constructed under conditions which would adversely affect the quality of the project unless special means or precautions are taken by Contractor to perform the work in a proper and satisfactory manner.

Preservation of Monuments and Stakes: Contractor shall carefully preserve all monuments, benchmarks, and stakes. If the Contractor destroys any reference points, the Contractor will be charged with the expense of replacement and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or benchmarks which must be removed or disturbed shall be protected until properly referenced for relocation. The Contractor shall furnish materials and assistance for the proper replacement of monuments or benchmarks.

Methods of Operation: Contractor shall inform the Engineer in advance concerning his plans for carrying out each part of the work, but the Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plan, equipment, and methods.

Any method of work suggested by the Owner, Engineer, or Engineer's Subconsultant but not specified, shall be used at the risk and responsibility of the Contractor. Engineer, Engineer's Subconsultant, and Owner will assume no responsibility for Contractor's means and methods.

Review by Owner, Engineer, or Engineer's Subconsultant of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility for the plan. Plan review shall not be considered as an assumption of any risk or liability by the Owner, Engineer, or Engineer's Subconsultant, or any officer, agent or employee thereof. Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

Conduct of Work: Contractor shall observe that the Owner reserves the right to do other work in connection with the project or adjacent to the project, by contract or otherwise. Contractor shall conduct his work so as to impose no hardship on the Owner or others engaged in other work.

Contractor shall be responsible to others engaged in the work or work adjacent to this project for all damage or injury to work, to persons or property, or for loss caused by failure to finish the work within the specified time for completion. Contractor shall adjust and coordinate his work with the work of others so that no discrepancies shall result in the overall project.

### **PROTECTION OF THE PUBLIC**

The Contractor shall provide any barricades, fences or other means of protection necessary to properly execute the work and adequately protect his employees, employees of the Owner, employees of the Engineer, and members of the public according to federal, state, and local regulators. All utility trenches shall be backfilled at the end of each working day to the satisfaction of the Engineer. All labor and materials necessary to comply with these provisions are incidental, and no payment shall be made.

### **PROTECTION OF ADJACENT PROPERTIES**

The Contractor shall take whatever steps necessary to protect adjoining properties and structures from hazards in connection with his performance of the work. The Contractor is responsible for any and all damages to properties and structures that occur as a result of his operations.

The street and utility construction on the streets may occur in close proximity to a number of existing structures. The Contractor shall use shoring or other means as necessary to ensure that those structures are protected during construction.

Many of the existing residences are not of modern construction and are sensitive to vibrating equipment. The Contractor shall take care when utilizing vibratory equipment to avoid damage to adjoining structures. Damages to structures as a result of the use of vibratory equipment are the responsibility of the Contractor. In the event of a complaint or perceived problem, a seismograph will be required to be provided at the contractor's expense.

All labor and materials necessary to comply with the provisions of this section are incidental, and no payment shall be made.

### **1903 – COMPENSATION FOR INCREASED OR DECREASED QUANTITIES**

The provisions of MnDOT 1903 shall be deleted in its entirety and replaced with the following:  
No adjustment in unit price will be made for an under-run or over-run of the estimated quantity.

### **UTILITY COORDINATION**

The Contractor shall coordinate his/her activities with the activities of all utility owners present within the project limits. This includes delays associated with scheduling conflicts, fees charge by utility owners for construction services, and all time necessary to communicate and work with utility owners within the project limits.

**DIVISION 2**  
**SPECIAL PROVISIONS**

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## **GENERAL**

This work shall be done in accordance with the Minnesota Department of Transportation's "Standard Specifications for Construction" (referenced "MnDOT") 2018 Edition and any amendments thereto, and the "City Engineers Association of Minnesota Construction Standard Specifications" as published by the League of Minnesota Cities 2013 Edition, or as modified herein.

## **SITE CONDITIONS**

### **DESCRIPTION**

The Contractor shall accept the site in its present condition and accept responsibility for all utilities within the construction limits for the duration of the project. The Contractor shall perform all clearing, excavating, filling, backfilling, and grading necessary for the paving and pipe work in accordance with this Project Manual and in conformity with the dimensions and finish grades shown on the drawings. For the duration of the project, adequate site drainage must be maintained at all times. Excavation shall include dewatering, sheeting, and shoring as necessary to provide space for required construction procedures.

### **CONSTRUCTION REQUIREMENTS**

Soil Conditions: No soil borings are available for this site.

Data on indicated subsurface conditions are not intended as representations or warranties of accuracy of or continuity between soil borings. It is expressly understood that OWNER or ENGINEER will not be responsible for interpretation or conclusions drawn by the Contractor. Data is made available for convenience of Contractor.

It shall be the Contractor's responsibility to determine to his own satisfaction the location and nature of all surface and subsurface obstacles and the soils and water conditions that may be encountered during the construction.

Additional soil borings and other exploratory operations may be made by the Contractor at the Contractor's expense.

## **2021 – MOBILIZATION**

### **2021.1 – DESCRIPTION**

This item shall consist of preparatory work and operations, personnel, equipment, supplies, and incidentals to the project site.

This item also includes protection of the project during construction, including temporary erosion and sediment control, daily street sweeping, and protecting the integrity of the stormwater facilities during construction. No additional compensation will be given for these items.

The replacement and/or restoration of damaged property shall be considered incidental to the Mobilization bid item and shall not incur any additional payments from the Owner.

The Contractor must notify the engineer and the property owner of any and all damage to their property, as well as a plan to fix said damage, within twenty-four (24) hours of damage.

## **2101 – CLEARING AND GRUBBING**

### **2101.1 – DESCRIPTION**

This item consists of removing trees and vegetation as necessary for excavation and construction of the stormwater facilities as shown on the plans or directed by the Engineer.

### **2101.3 – CONSTRUCTION REQUIREMENTS**

Clearing and grubbing Contractor is encouraged to visit the site prior to bidding to observe the extent of tree and brush coverage within the construction limits.

Clearing and grubbing is defined as removing and disposing of trees, shrubs, brush, stumps, roots, windfalls, and other plant life, including dead and decayed matter, that exists within the construction areas which are not specifically designated to remain. This work shall be done in accordance with MnDOT Spec. 2101. The Engineer will establish the ROW lines and construction limits within which the clearing and grubbing operations are to be confined. The Contractor shall protect that which is to remain in accordance with MnDOT 1712, and shall conduct all clearing and grubbing operations in a manner that will not damage or jeopardize the surrounding plant life and property.

The Contractor shall trim trees as directed by the Engineer. Branches that require cutting will be cut at the trunk of the tree. The Contractor is responsible for disposal of the branches. At the same time the Contractor should prune off, as directed, any low hanging, unsound, or unsightly branches on the trees and shrubs designated to remain. No trees shall be removed unless approved by the Engineer. Brush should be defined as all bushes, shrubs and other vegetation that can be cut with a brush scythe or mowing machine, together with isolated trees less than the size defined as significant, above. All brush should be cut off within 6 inches of the ground surface.

The grubbing operations shall consist of removing and disposing of the stumps, roots and other remains in the designated areas to the right-of-way line. Unless otherwise permitted, stumps shall be removed completely. Except in areas to be excavated, all depressions resulting from the grubbing operations shall be backfilled with suitable material and compacted to the satisfaction of the Engineer. This work item is considered incidental to the grubbing operations. It shall be determined that the clearing and grubbing has been satisfactorily completed before permitting grading operations in a given area to start.

Any trees or shrubs within a clearing area that are designated to be preserved are to be identified and marked by the Engineer. Such markings may consist of tying or attaching to the tree, where it will be readily visible, a suitable placard or tag bearing the word SAVE.

If, in the opinion of the Engineer, the Contractor operates in a reckless manner which results in damage to a tree, the tree shall be removed and replaced with a City-approved tree at the Contractor's expense

### **2101.5 – BASIS OF PAYMENT**

Clearing and Grubbing: Payment for clearing and grubbing shall be paid for by lump sum at the Contract unit price. No additional payment will be made for multiple mobilizations.

Tree and Shrub Trimming: Tree and shrub trimming shall be incidental and no payment shall be made.  
Brush Removal: Brush removal within the grading limits shall be incidental and no payment shall be made.

Tree Protection: Tree protection shall be incidental and no payment shall be made.

## **2506 - MANHOLES AND CATCH BASINS**

### **2506.1 – DESCRIPTION**

This item consists of construction of Manhole MH-1 and Overflow Structure OCS-2 as shown in the plans and City standard plates.

### **2506.3 – CONSTRUCTION REQUIREMENTS**

Manhole MH-1 shall be constructed as shown in the plans and City of Chanhassen Standard Details, and shall include:

- a. a 4-foot deep sump;
- b. a properly sized and installed flow baffle plate such as a SAFL Baffle (manufactured by Upstream Technologies) or a Preserver (manufactured by Momentum Environmental); and
- c. Casting, solid lid and adjusting rings per City Plate 3100.

Structure OCS-2 shall be constructed as shown in the plans and City of Chanhassen Standard Details, and shall include:

- a. Two-piece top inlet grate in accordance with City Plate 3109.

### **2506.5 – BASIS OF PAYMENT**

Both structures shall be paid for by lump sum at the Contract unit price.

## **2563 – TEMPORARY TRAFFIC MANAGEMENT**

### **S-1.1            DESCRIPTION**

Furnish, install, maintain, and remove all traffic control devices required to provide safe movement of traffic and pedestrians through the Project at all times from commencement of the Work until Project Acceptance. Do not close highways or pedestrian facilities, except as authorized. The Engineer may modify the requirements for traffic control as deemed necessary.

All temporary traffic management must conform to and be installed in accordance with:

- the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD);
- the "Minnesota Temporary Traffic Control Field Manual" (Field Manual);
- the "Speed Limits in Work Zones Guidelines";
- the "Minnesota Flagging Handbook";
- the "MnDOT Standard Signs and Markings Manual";
- the Plan;
- all applicable standard specifications and special provisions.

Manuals listed above may be found at:

<http://www.dot.state.mn.us/trafficeng/publ/index.html>

### **S-1.2            MATERIALS**

#### **A            Temporary Signs and Devices**

Reflectorize all signs, paddles, and other traffic control devices including those used for daytime operations. Fabricate temporary rigid signs and devices with retroreflective sheeting material of the appropriate color listed on the Approved/Qualified Products List (APL/QPL) for either "Sheeting for

Rigid Temporary Work Zone Signs, Delineators, and Markers (Type IX and XI)” or “Sheeting for Rigid Permanent Signs, Delineators, and Markers (Type IX and XI)”. The sheeting materials APL/QPL is located at the following link: <http://www.dot.state.mn.us/products/signing/sheeting.html>.

Inplace signs that still apply during temporary operations need no change in sign sheeting.

**B Crashworthy Signs, Traffic Control Devices, and Ballast**

Signs and traffic control devices must meet the crash testing requirements of NCHRP 350 as specified in the MN MUTCD or the Manual for Assessing Safety Hardware (MASH). The Department may require a letter of compliance stating that all signs and traffic control devices comply with NCHRP 350 or MASH requirements. The Letter of Compliance must include drawings of the different signs and devices along with a copy of their FHWA eligibility letter.

The approved ballast system for signs and devices mounted on temporary portable supports is sandbags, unless it is designed, crash tested, and approved for the specific device. Add a deicer during freezing conditions to prevent the sand from freezing. Place sandbags at the base of the sign or traffic control device. Do not use any ballast that causes a sign or traffic control device to become hazardous to motorists or workers.

**S-1.3 CONSTRUCTION REQUIREMENTS**

**A Traffic Control Plan, Maintenance, and Inspection**

A.1 Submit a proposed traffic control plan to the Engineer for acceptance if traffic control is not present in the Plan, or if the Contractor modifies the traffic control plan. Submit the proposed traffic control plan at least seven days before implementation. If Field Manual layouts are used, specify layout number(s) but do not submit the layouts from the Field Manual. Do not implement the proposed traffic control modification until accepted by the Engineer.

A.2 Immediately repair or replace all traffic control devices that become damaged, moved or destroyed, and all ballasts that are damaged, destroyed, or otherwise fail to stabilize the device.

A.3 Meet the traffic control device quality standards as required in the Field Manual. Immediately replace unacceptable traffic control devices. Signs that are dirty and result in a noticeable loss of reflectivity at night are considered unacceptable and must be cleaned or replaced. Respond promptly to any call from the Engineer concerning the notification of unacceptable traffic control devices.

A.4 Provide the names, addresses, and phone numbers of at least one individual responsible for placing and maintaining traffic control devices to the Engineer at the Pre-construction Conference. This individual will be "on call" 24 hours per day, seven days per week during the times any temporary traffic control devices are in place.

**B Traffic Control Signs and Devices**

B.1 Roll-up signs are not allowed unless authorized by the Engineer.

B.2 Maintain street identification signage at all times. Signs may be installed on temporary supports if the permanent sign structures are affected by operations. This is necessary to maintain the 911 emergency system.

B.3 Post mounted (driven into the ground) signs on this project shall not be used.

## **C Traffic Safety**

C.1 Do not suspend material, equipment, tools or personnel over lanes or pedestrian facilities open to traffic.

C.2 Protect traffic and pedestrians from excavations, drop-offs, falling objects, splatter or other potential construction hazards.

## **D High Visibility Apparel**

During night work or low light conditions, all workers must wear high visibility Class E long pants and retro-reflective headgear in addition to the ANSI Class 2 or 3 vest, shirt, or jacket.

All high visibility apparel must be worn in the manner for which it was designed. All apparel worn on the torso must be closed in the front to provide 360 degree visibility. A worker's high-visibility apparel must be removed from service and replaced if it becomes faded, worn, torn, dirty, or defaced, reducing the conspicuity of the apparel.

## **E Night Work**

Night work is not permitted on this project without prior approval of the Engineer.

## **F Vehicle Warning Light Specification**

All vehicles and equipment operating in the trunk highway right of way, must have operable warning lights that meet the appropriate SAE specification. The SAE specification requirements are as follows:

- Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles- SAE Specification J845.
- Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles - SAE Specification J595.

Details on SAE Specification can be found at: <http://www.dot.state.mn.us/const/wzs/lighting.html>

### **S-1.4 METHOD OF MEASUREMENT**

All traffic control required to complete the Project as shown in the Plans and specified in these Special Provisions will be made as a lump sum payment under Item 2563.601 (Traffic Control). Payment includes all costs associated with furnishing, installing, maintaining, relocating and subsequently removing traffic control devices (including flaggers) as required. No additional measurement for payment will be made for individual activities and devices that constitute Traffic Control, except for other traffic control Bid items specifically listed in the Statement of Estimated Quantities.

Traffic Control layouts and devices not shown in the plan or stated in these Special Provisions, that are necessary to facilitate traffic switches or for transitioning traffic from one stage to another, are included in the lump sum traffic control item. If the Contractor requests a change in traffic control and these changes are implemented, there will be no increase or decrease in the lump sum payment for traffic control.

**S-1.5**

**BASIS OF PAYMENT**

Partial payments for lump sum Item 2563.601 (Traffic Control) will be made as follows:

<b>Table 2563-1 Traffic Control Partial Payments</b>	
<b>Percent of Original Contract Completed</b>	<b>Pay this Percentage of Traffic Control</b>
All Work Completed And All Traffic Control Removed	100

**2573 – TEMPORARY EROSION CONTROL**

By signing the bid proposal, the Contractor agrees to become a co-permittee with the Owner to ensure compliance with the terms and conditions of the City and Watershed District Rules and Standards. The Contractor shall abide by all applicable requirements until the site has undergone final stabilization.

Storm Drain Inlet Protection: Devices shall be installed and maintained per manufacturer’s specifications. Payment shall include one (1) device per catch basin, installation and all maintenance, including replacement, if required.

If the Contractor fails to properly install, remove sediment, or maintain BMPs and inlet protection, the Contractor will be subject to a **\$500.00 per calendar day deduction** for noncompliance. The deduction will apply to each inlet or BMP that is out of compliance and will be deducted from monies owed to the Contractor. Erosion Control Supervisor: Providing an erosion control supervisor will be considered incidental to this contract for which no direct payment will be made.

**2575 – EROSION CONTROL BLANKET (CATEGORY 3N)**

**2575.2 – MATERIALS**

Erosion control blankets used on this project shall be straw or wood fiber and natural netting only.

Bid Tabulation and Comparison  
19-04 Pleasantview Drainage Improvements Project

Item #	Description	Estimated Quantity	Units	2019 Engineer's Estimate		Malnau Trucking		Kuska Construction		Schneider Excavating		Meyer Contracting		Northdale Construction		Sunram Construction		Blackstone Contractors		Widmer Construction		Rachel Contracting		Minger Construction		G.F. Jedlicki		Average	Average		
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2021.501 MOBILIZATION	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,700.00	\$6,700.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,914.00	\$2,914.00	\$6,400.00	\$6,400.00	\$8,000.00	\$8,000.00	\$11,000.00	\$11,000.00	\$13,000.00	\$13,000.00	\$16,500.00	\$16,500.00	\$5,000.00	\$5,000.00	\$9,279.45	\$9,279.45		
2	2101.511 CLEARING & GRUBBING	1	LS	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$9,900.00	\$9,900.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$8,250.00	\$8,250.00	\$9,325.00	\$9,325.00	\$7,200.00	\$7,200.00	\$10,000.00	\$10,000.00	\$8,470.00	\$8,470.00	\$6,500.00	\$6,500.00	\$10,550.00	\$10,550.00	\$8,517.73	\$8,517.73		
3	2563.601 TRAFFIC CONTROL	1	LS	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,300.00	\$4,300.00	\$3,300.00	\$3,300.00	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$5,500.00	\$5,500.00	\$2,763.64	\$2,763.64		
4	2104.501 REMOVE SEWER PIPE STORM (CMP)	20	LF	\$15.00	\$300.00	\$200.00	\$4,000.00	\$10.00	\$200.00	\$20.00	\$400.00	\$40.75	\$815.00	\$10.00	\$200.00	\$38.00	\$760.00	\$36.00	\$720.00	\$100.00	\$2,000.00	\$32.00	\$640.00	\$22.00	\$440.00	\$30.00	\$600.00	\$48.89	\$977.73		
5	2104.521 SALVAGE / REINSTATE SPLIT RAIL FENCE	35	LF	\$10.00	\$350.00	\$42.00	\$1,470.00	\$10.00	\$350.00	\$20.00	\$700.00	\$4.00	\$140.00	\$4.40	\$154.00	\$43.00	\$1,505.00	\$55.00	\$1,925.00	\$115.00	\$4,025.00	\$49.00	\$1,715.00	\$39.00	\$1,365.00	\$25.00	\$875.00	\$27.85	\$974.91		
6	2104.523 SALVAGE / REINSTATE SIGN	1	EACH	\$300.00	\$300.00	\$65.00	\$65.00	\$150.00	\$150.00	\$250.00	\$250.00	\$1,071.00	\$1,071.00	\$200.00	\$200.00	\$400.00	\$400.00	\$400.00	\$400.00	\$250.00	\$250.00	\$210.00	\$210.00	\$320.00	\$320.00	\$1,440.00	\$1,440.00	\$432.36	\$432.36		
7	2104.609 REMOVE DOCK SECTIONS	2	EACH	\$50.00	\$100.00	\$50.00	\$100.00	\$350.00	\$700.00	\$50.00	\$100.00	\$1,426.00	\$2,852.00	\$50.00	\$100.00	\$250.00	\$500.00	\$350.00	\$700.00	\$200.00	\$400.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,000.00	\$1,200.00	\$2,400.00	\$534.18	\$1,068.36	
8	2105.501 COMMON EXCAVATION	150	CY	\$15.00	\$2,250.00	\$30.00	\$4,500.00	\$15.00	\$2,250.00	\$10.00	\$1,500.00	\$32.05	\$4,807.50	\$45.05	\$6,757.50	\$20.25	\$3,037.50	\$48.00	\$7,200.00	\$35.00	\$5,250.00	\$10.00	\$1,500.00	\$50.00	\$7,500.00	\$54.00	\$8,100.00	\$31.76	\$4,763.86		
9	2105.507 GRANULAR BORROW (LV)	100	CY	\$35.00	\$3,500.00	\$30.00	\$3,000.00	\$32.00	\$3,200.00	\$20.00	\$2,000.00	\$58.25	\$5,825.00	\$52.53	\$5,253.00	\$38.50	\$3,850.00	\$74.00	\$7,400.00	\$28.00	\$2,800.00	\$41.00	\$4,100.00	\$62.00	\$6,200.00	\$38.00	\$3,800.00	\$41.12	\$4,111.64		
10	2105.504 GEOTEXTILE FILTER TYPE 4	70	SY	\$3.50	\$245.00	\$3.50	\$245.00	\$8.00	\$280.00	\$2.50	\$175.00	\$3.65	\$255.50	\$22.15	\$1,550.50	\$5.00	\$350.00	\$5.00	\$350.00	\$1.00	\$70.00	\$10.00	\$700.00	\$11.50	\$805.00	\$3.00	\$210.00	\$6.57	\$460.00		
11	2105.607 COMMON EMBANKMENT (CV)	120	CY	\$30.00	\$3,600.00	\$30.00	\$3,600.00	\$10.00	\$1,200.00	\$10.00	\$1,200.00	\$120.00	\$14,400.00	\$26.75	\$3,210.00	\$65.01	\$7,801.20	\$38.50	\$4,620.00	\$50.00	\$6,000.00	\$40.00	\$4,800.00	\$12.00	\$1,440.00	\$20.00	\$2,400.00	\$26.00	\$3,120.00	\$29.66	\$3,559.20
12	2501.503 18" RC PIPE CULVERT	18	LF	\$80.00	\$1,440.00	\$50.00	\$900.00	\$120.00	\$2,160.00	\$77.00	\$1,386.00	\$203.50	\$3,663.00	\$79.29	\$1,427.22	\$84.00	\$1,512.00	\$105.00	\$1,890.00	\$139.00	\$2,502.00	\$135.00	\$2,430.00	\$126.00	\$2,268.00	\$69.00	\$1,104.00	\$102.71	\$1,843.33		
13	2501.503 30" RC PIPE CULVERT	38	LF	\$130.00	\$4,940.00	\$75.00	\$2,850.00	\$135.00	\$5,130.00	\$154.00	\$2,356.00	\$95.00	\$12,730.00	\$132.55	\$5,036.90	\$137.00	\$5,206.00	\$140.00	\$5,320.00	\$177.00	\$6,726.00	\$176.00	\$6,688.00	\$290.00	\$11,020.00	\$136.00	\$5,168.00	\$157.23	\$5,974.81		
14	2501.515 30" RC PIPE APRON	1	EACH	\$1,000.00	\$1,000.00	\$2,405.00	\$2,405.00	\$1,250.00	\$1,250.00	\$1,913.00	\$1,913.00	\$3,826.00	\$3,826.00	\$2,527.45	\$2,527.45	\$3,580.00	\$3,580.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$3,250.00	\$3,250.00	\$3,700.00	\$3,700.00	\$4,785.00	\$4,785.00	\$2,776.04	\$2,776.04		
15	2506.502 CONSTRUCT DRAINAGE STRUCTURE MH-1 (48")	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$1,875.00	\$1,875.00	\$8,793.00	\$8,793.00	\$12,785.00	\$12,785.00	\$9,510.08	\$9,510.08	\$4,950.00	\$4,950.00	\$9,000.00	\$9,000.00	\$2,200.00	\$2,200.00	\$11,000.00	\$11,000.00	\$10,500.00	\$10,500.00	\$11,300.00	\$11,300.00	\$7,673.92	\$7,673.92		
16	2506.502 CONSTRUCT DRAINAGE STRUCTURE OCS-2 (80")	1	LS	\$9,000.00	\$9,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$8,606.00	\$8,606.00	\$14,922.00	\$14,922.00	\$8,858.83	\$8,858.83	\$15,800.00	\$15,800.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$10,725.00	\$10,725.00	\$12,000.00	\$12,000.00	\$11,500.00	\$11,500.00	\$14,400.00	\$14,400.00	\$10,982.89	\$10,982.89
17	2506.602 CONNECT TO EXISTING MANHOLE	1	EACH	\$900.00	\$900.00	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00	\$750.00	\$750.00	\$2,234.00	\$2,234.00	\$1,111.11	\$1,111.11	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,750.00	\$1,750.00	\$6,650.00	\$6,650.00	\$950.00	\$950.00	\$2,849.56	\$2,849.56		
18	2511.501 RANDOM RIPRAP CLASS B	20	CY	\$80.00	\$1,600.00	\$50.00	\$500.00	\$100.00	\$2,000.00	\$155.00	\$3,100.00	\$130.50	\$2,610.00	\$150.00	\$3,000.00	\$120.00	\$2,400.00	\$135.00	\$2,700.00	\$115.00	\$2,300.00	\$130.00	\$2,600.00	\$153.00	\$3,060.00	\$80.00	\$1,600.00	\$119.86	\$2,397.27		
19	2511.607 GRANULAR FILTER	12	CY	\$40.00	\$480.00	\$35.00	\$420.00	\$35.00	\$420.00	\$10.00	\$120.00	\$204.50	\$2,454.00	\$66.23	\$794.76	\$98.00	\$1,176.00	\$150.00	\$1,800.00	\$128.00	\$1,536.00	\$71.00	\$852.00	\$188.00	\$2,256.00	\$55.00	\$660.00	\$94.61	\$1,135.34		
20	2511.607 FIELD STONE 3" - 9"	8	TON	\$100.00	\$800.00	\$85.00	\$680.00	\$200.00	\$1,600.00	\$1,600.00	\$1,600.00	\$132.50	\$1,060.00	\$188.96	\$1,511.68	\$110.00	\$880.00	\$115.00	\$920.00	\$175.00	\$1,400.00	\$123.00	\$984.00	\$150.00	\$1,200.00	\$118.00	\$944.00	\$136.13	\$1,089.06		
21	2511.607 BOULDER 24" - 36"	40	TON	\$100.00	\$4,000.00	\$80.00	\$3,200.00	\$100.00	\$4,000.00	\$110.00	\$4,400.00	\$132.50	\$5,300.00	\$189.04	\$7,561.60	\$93.00	\$3,720.00	\$115.00	\$4,600.00	\$175.00	\$7,000.00	\$143.00	\$5,720.00	\$163.00	\$6,520.00	\$165.00	\$6,600.00	\$134.50	\$5,380.15		
22	2573.502 SILT FENCE TYPE MS	360	LF	\$2.00	\$720.00	\$3.00	\$1,080.00	\$3.00	\$1,080.00	\$2.30	\$1,188.00	\$2.50	\$900.00	\$6.78	\$2,440.80	\$3.00	\$1,080.00	\$5.00	\$1,800.00	\$2.75	\$990.00	\$5.00	\$1,800.00	\$2.00	\$720.00	\$3.00	\$1,080.00	\$3.48	\$1,254.44		
23	2573.503 FLOTATION SILT CURTAIN STILL WATER	50	LF	\$20.00	\$1,000.00	\$15.00	\$750.00	\$17.00	\$850.00	\$16.50	\$825.00	\$15.50	\$775.00	\$17.05	\$852.50	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$17.05	\$852.50	\$28.00	\$1,400.00	\$15.00	\$750.00	\$12.00	\$600.00	\$17.55	\$697.73		
24	2573.504 EROSION CONTROL BLANKET CATEGORY 3N	300	SY	\$2.00	\$600.00	\$3.00	\$900.00	\$2.00	\$600.00	\$3.30	\$990.00	\$1.70	\$510.00	\$1.82	\$546.00	\$2.65	\$795.00	\$2.00	\$600.00	\$4.00	\$1,200.00	\$4.50	\$1,350.00	\$4.00	\$1,200.00	\$4.40	\$1,320.00	\$3.03	\$907.09		
25	2573.504 STORM DRAIN INLET PROTECTION	3	EACH	\$200.00	\$600.00	\$100.00	\$300.00	\$125.00	\$375.00	\$150.00	\$450.00	\$106.00	\$318.00	\$116.33	\$348.99	\$150.00	\$450.00	\$200.00	\$600.00	\$154.00	\$462.00	\$160.00	\$480.00	\$133.00	\$399.00	\$155.00	\$465.00	\$140.85	\$422.54		
26	2573.503 SEDIMENT CONTROL LOG TYPE WOOD FIBER	160	LF	\$2.00	\$320.00	\$3.00	\$480.00	\$3.75	\$600.00	\$2.30	\$528.00	\$3.30	\$528.00	\$5.78	\$924.80	\$4.00	\$640.00	\$6.00	\$960.00	\$4.25	\$680.00	\$10.00	\$1,600.00	\$3.25	\$520.00	\$4.40	\$704.00	\$4.64	\$742.24		
27	2574.507 COMMON TOPSOIL BORROW	35	CY	\$35.00	\$1,225.00	\$14.50	\$507.50	\$45.00	\$1,575.00	\$50.00	\$1,750.00	\$68.50	\$2,367.50	\$51.88	\$1,815.80	\$64.00	\$2,240.00	\$80.00	\$2,800.00	\$45.00	\$1,575.00	\$20.00	\$700.00	\$28.00	\$980.00	\$28.00	\$980.00	\$44.99	\$1,574.62		
28	2575.501 SEEDING	0.1	ACRE	\$300.00	\$30.00	\$2,000.00	\$200.00	\$2,750.00	\$275.00	\$2,200.00	\$220.00	\$2,500.00	\$250.00	\$2,500.00	\$275.00	\$2,750.00	\$262.50	\$2,625.00	\$6,000.00	\$600.00	\$2,500.00	\$250.00	\$2,500.00	\$1,050.00	\$105.00	\$660.00	\$66.00	\$2,503.18	\$250.32		
29	2575.502 SEED MIXTURE 21-111	4	LB	\$5.00	\$20.00	\$20.00	\$80.00	\$7.00	\$28.00	\$22.00	\$88.00	\$6.30	\$25.20	\$6.88	\$27.52	\$6.00	\$24.00	\$15.00	\$60.00	\$6.25	\$25.00	\$2.00	\$8.00	\$3.25	\$13.00	\$2.00	\$8.00	\$8.79	\$35.16		
30	2575.502 SEED MIXTURE 25-121	1	LB	\$35.00	\$35.00	\$50.00	\$50.00	\$15.00	\$15.00	\$60.00	\$60.00	\$10.00	\$10.00	\$11.00	\$11.00	\$12.00	\$12.00	\$50.00	\$50.00	\$20.00	\$20.00	\$30.00	\$30.00	\$7.50	\$7.50	\$22.00	\$22.00	\$26.14	\$26.14		
31	2571.501 CONIFEROUS TREE 6" HT BAB	3	TREE	\$650.00	\$1,950.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$750.00	\$2,250.00	\$444.50	\$1,333.50	\$488.95	\$1,466.85	\$675.00	\$2,025.00	\$485.00	\$1,455.00	\$650.00	\$1,950.00	\$890.00	\$2,670.00	\$700.00	\$2,100.00	\$750.00	\$2,250.00	\$603.04	\$1,809.12		
32	2571.501 DECIDUOUS TREE 2" CAL CONT	4	TREE																												

INDIVIDUAL PROJECT ORDER (IPO) NUMBER 31A

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Consultant"), and the City of Chanhassen ("City") in accordance with the terms of the Agreement for Professional Services dated March 3, 2003, which is incorporated herein by reference.

Identification of Project: Pleasantview Road Outfall Stabilization

General Category of Services: Drainage Analysis and Construction Documents

Specific Scope of Basic Services: Provide analysis of drainage systems, concept designs and construction documents for selected improvements. See attached Exhibit A for a more detailed scope.

Additional Services if Required: None identified at this time.

Deliverables: Construction Documents. Easement Documents.

Method of Compensation: To be billed on an hourly basis as detailed in the attached Estimated Costs summary (Exhibit B)

Schedule: See attached Project Schedule (Exhibit C)

Special Terms of Compensation: None

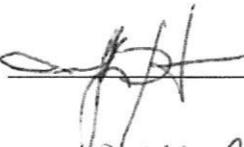
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF CHANHASSEN

KIMLEY-HORN AND ASSOCIATES, INC.

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: City Engineer

TITLE: Sr. Vice President

DATE: 1/24/19

DATE: 1/23/19

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 31A  
PLEASANTVIEW ROAD OUTFALL STABILIZATION

IPO 31 consisted of seven tasks as listed below. Services under Tasks 1 through 4 have been completed.

1. Collect/Review Data
2. Survey (in addition to the original scope of work, Kimley-Horn completed a site visit to stake/flag the easement boundaries so the resident could observe the extent of the easement)
3. Evaluation and Preliminary Design
4. Prepare Easement Documents

IPO 31A is for completion of the plans and construction document quote package and the additional services under the listed tasks.

5. Prepare Construction Documents

Kimley-Horn will finalize the draft construction plans that were left on hold in the Fall of 2017 and will address or incorporate staff comments received in January 2019 into the final plans. We will prepare technical specifications in a quote package based on the format provided by the City in January 2019 with full City specifications.

IPO 31 did not include permitting in the scope of work due to project type being a maintenance activity. Contacts with watershed staff indicated that the project would trigger Rule C (erosion control) Rule D (buffer requirements) and Rule F (shoreline and streambank stabilization). Watershed staff indicated that the project is exempt from Rule J (stormwater). Kimley-Horn will prepare a watershed submittal packet addressing Rules C, D and F.

6. Quote Support. No changes or additions.

7. Project Management/Meetings

Kimley-Horn will contact the watershed district to review the draft project submittal before finalizing the plans and construction quote package. Kimley-Horn will provide input for and review draft agenda report to be prepared by City staff for the Council Agenda Report to Award a Construction Contract.

Highlighted amounts below are eligible for reimbursement under the RPBCWD Watershed Stewardship Grant Program

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 31  
PLEASANTVIEW ROAD OUTFALL STABILIZATION

Kimley-Horn proposes to perform all services for the project on an hourly basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the individual work tasks included in this IPO.

Work Task	IPO 31 Fees/Expenses	IPO 31A Fees/Expenses	Total
1. Collect/Review Data	\$1,110	-	\$1,110
2. Survey	\$250	-	\$250
3. Evaluation and Preliminary Design	\$3,345	-	\$3,345
4. Prepare Easement Document	\$1,905	-	\$1,905
5. Prepare Construction Documents	\$4,925	\$3,500	\$8,425
6. Quote Support	\$530	-	\$530
7. Project Management/Meetings	\$1,905	\$1,000	\$2,905
Subtotal	\$13,970	\$4,500	\$18,470
Reimbursable Expenses	\$840	\$270	\$1,110
Total Estimated Cost	\$14,810	\$4,770	\$19,580

Our estimated costs for the amended scope of work under IPO 31A is \$4,770. Our total estimated cost for the scope of services included as a part of this IPO is, therefore, \$19,580 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 31A  
PLEASANTVIEW ROAD OUTFALL STABILIZATION

Work will be completed based upon a schedule agreed upon with the City of Chanhasseen. for construction during the spring or summer of 2019.

**RESOLUTION NO. 2020-08**

**RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT  
BOARD OF MANAGERS**

**AUTHORIZING THIRTY (30) DAY NOTICE TO ADOPT PROPOSED AMENDMENTS  
TO BY-LAWS AND OTHER REVISIONS TO GOVERNANCE MANUAL**

Manager \_\_\_\_\_ offered the following Resolution and moved its adoption, seconded by Manager \_\_\_\_\_ :

**WHEREAS** the Riley-Purgatory-Bluff Creek Watershed District Board of Managers desires to ensure that the By-laws, and other governance policies concerning the business and finances of the District are up to date;

**WHEREAS** the Board's Governance Committee and the Board of Managers have undertaken a careful review of the By-laws and all other governance policies of the District, identifying numerous propose revisions, as identified in the attached draft of amendments dated April 30, 2020;

**WHEREAS** the District's By-laws provide that they may be amended by a four-fifths majority vote of the Board of Managers on thirty (30) days written notice of the proposed changes, and the Board of Managers desires to provide such notice for all of the proposed changes to the Governance Manual, including the By-laws;

**THEREFORE, BE IT RESOLVED** that the Board of Managers hereby directs the administrator to issue and publish notice of these proposed amendments to the District's Governance Manual, including the By-laws, for consideration of adoption at its regular meeting on June 3, 2020.

The question was on the adoption of the Resolution and there were \_\_\_ yeas, \_\_\_ nays and \_\_\_ abstentions as follows:

**Yea                      Nay                      Abstain                      Absent**

**CRAFTON  
KOCH  
PEDERSON  
WARD**

**ZIEGLER**

Upon vote, the president declared the resolution \_\_\_\_\_.

Dated: May \_\_\_\_, 2020.

\_\_\_\_\_  
David Ziegler, Secretary

\* \* \* \* \*

I, David Ziegler, secretary of the Riley Purgatory Bluff Creek Watershed District, do hereby certify that I have compared the above resolution with the original thereof as the same appears of record and on file with the District and find the same to be a true and correct transcription thereof.

IN TESTIMONY WHEREOF, I set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
David Ziegler, Secretary

To: Board of Managers  
From: Claire Bleser, District Administrator  
Re: Consent Items 8f-i

Friday, May 1, 2020  
Dear Managers,

Please find included as consent items the following:

- f. Award Lake Riley Alum
- g. Approve 2019 Annual Report publication and public release
- h. Approve fund transfer from Upper Riley Creek to Middle Riley Creek for \$250,000
- i. Approve renewing grant agreement with Metropolitan Council on monitoring WOMP stations.

Staff recommends the Award of the Lake Riley Alum to HAB as detailed in Wenck's memo. Funds for this project are already accounted for in the 2020 Budget (line item: Lake Riley – Alum Treatment).

Staff recommends approval of the 2019 Annual Report and release of the report to the public, partners and agencies.

Staff recommends transferring funds from Upper Riley Creek to Middle Riley Creek to cover expenses for the restoration project in the dollar amount of \$250,000. The Upper Riley Creek Project is a multi-year project and is only just begun with the design of a corridor enhancement plan.

Finally, staff recommends renewing the grant with Metropolitan Council in the Monitoring of WOMP stations (continuous water quality monitoring station along the creeks) in the District and authorize the Administrator to execute the grant. This will be our 4<sup>th</sup> time receiving this grant.

Sincerely,

Claire Bleser

Manager \_\_\_\_\_ seconded by Manager \_\_\_\_\_ to approve staff recommendations for items 8f-i.