

Riley-Purgatory-Bluff Creek Watershed District Board of Managers Special Meeting

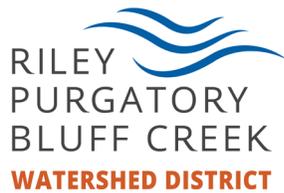
Friday, June 26, 2020

<https://us02web.zoom.us/j/85800021004>

8:00am

The Riley Purgatory Bluff Creek Watershed District Board of Managers will take part in a Special Meeting with the following items on Friday, June 26, 2020 at 8am. For more information, contact Claire Bleser, District Administrator, at (952) 607-6512.

1. Call to Order **Action**
2. Approve Permit 2020-014: 6665 Horseshoe Curve-Johnson Shoreline Stabilization as presented in the proposed board action of the permit review report **Action**
3. Approve Permit 2020-015: 6669 Horseshoe Curve-Vassallo Shoreline Stabilization as presented in the proposed board action of the permit review report **Action**
4. Approve Permit 2020-037: Oster Sandblanket **Action**
5. Enter into grant agreement with Metropolitan Council Stormwater Grant for St Hubert Catholic School and delegate to administrator execution of the grant **Action**
6. Wells Fargo Resolution for Financial Services **Action**
7. Resolution adopting Haak Property Transfer **Action**
8. Adjourn



18681 Lake Drive East
Chanhassen, MN 55317
952-607-6512
www.rpbcwd.org

Riley Purgatory Bluff Creek Watershed District Permit Application Review

Permit No: 2020-037

Considered at Board of Managers Meeting: June 26, 2020

Application Request Received complete: May 21, 2020

Applicant: Lianne Oster

Consultant: NA

Project: Oster Sand Blanket – The applicant is proposing to add sand to an existing sand blanket area. The sand blanket was installed prior to the RPBCWD 2015 Rules Adoption.

Location: 9010 Riley Lake Rd., Eden Prairie

Reviewer: Terry Jeffery

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 June 26, 2020 special meeting of the managers:

Resolved that the application for Permit 2020-037 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 2020-037 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
F	Shoreline and Streambank Stabilization	Yes.	
L	Permit Fee	Yes.	\$200 received April 27, 2020

Background

The applicant received a permit from the RPBCWD for the demolition of an existing cabin and the construction of a new home on this property in 2015. Prior to this permit being issued, and prior to the adoption of the District Rules in 2015, a sand blanket was installed. This sand blanket was compliant with the DNR guidance for sand blankets. As part of the 2015 approval, an area located westerly on the lot is in an easement for the maintenance of a wetland buffer.

The applicant is now requesting that the sand in the area be refurbished with the installation of additional sand. The proposed activity does not encroach into the buffer area.

Rule F: Shoreline and Streambank Stabilization

The applicant has indicated that the sand will be clean sand, free of contaminants and noxious or invasive weeds as required by §3.3di of Rule F. The plans provided by the applicant indicate that the sand blanket is 25 feet in width at the OHW and increases to 50 feet upland from the OHW. Further, the applicant is not proposing to place any sand waterward of the OHW and will not be covering emergent vegetation with this placement. This is compliant with §3.3dii of Rule F. This will be the second application of sand in this area and it has been greater than four years. This is compliant with §3.3diii of Rule F. The plans indicate that activities will be conducted as to minimize the potential transfer of aquatic invasive species as required by §3.3e of Rule F.

Rule L: Permit Fee:

Fees for the project are:

Rule F \$200

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 for review.
2. The proposed project conforms to Rule F.

Recommendation:

Approval of the permit issuance contingent upon:

1. Continued compliance with General Requirements.



10775 Popple Lane
Chaska, MN 55318
612-418-6828

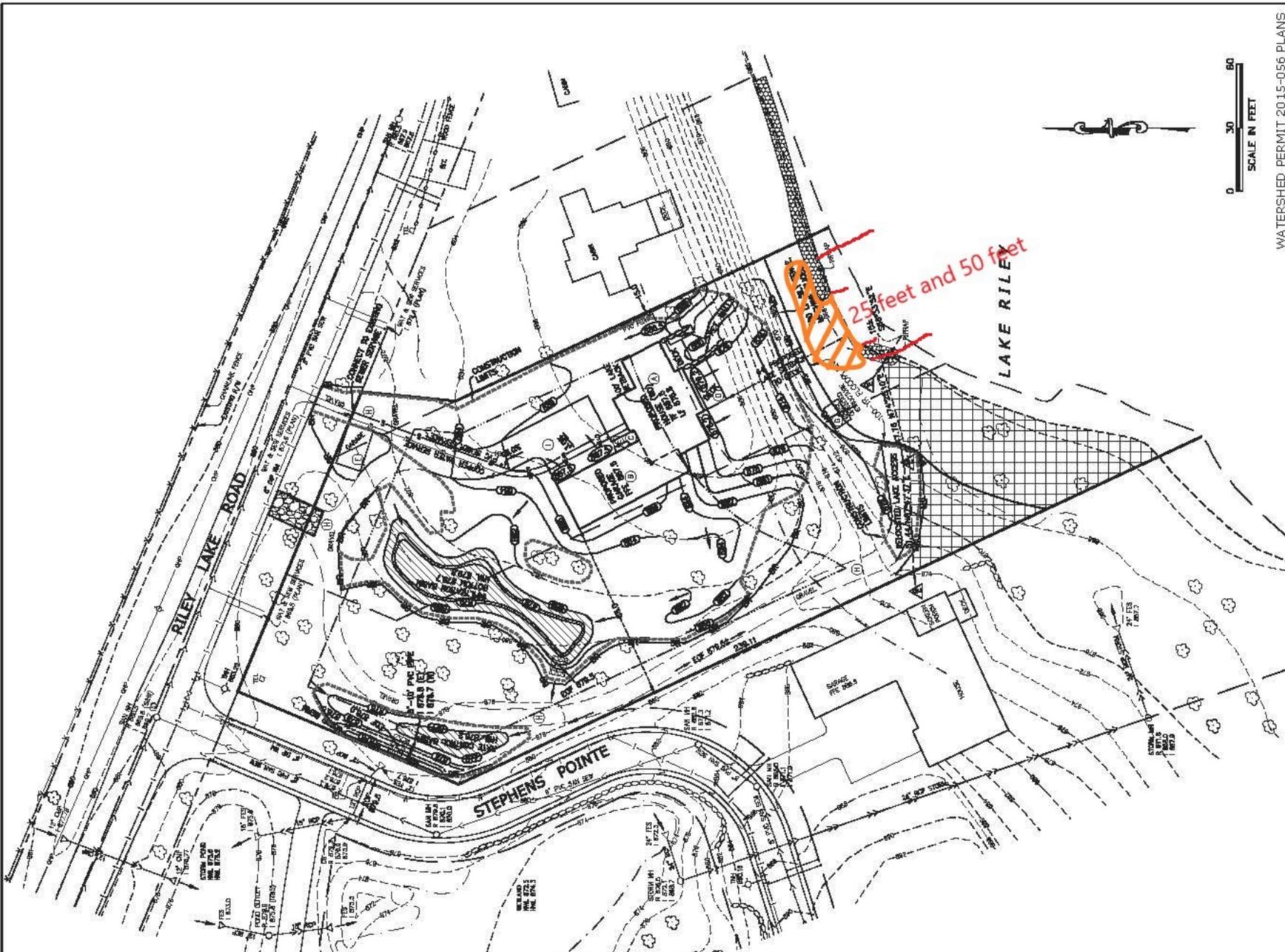
DATE: 2/11/18
REG. NO. 28909
CURTIS J. KALLIO
Landscape Architect
I hereby certify that this plan, report, or specification was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.

PREPARED FOR:
Lisanne Oster
6936 133 St. W.
Apple Valley, MN 55124
952-432-8409

Eden Prairie, MN
9008 & 9010 Riley Lake Rd
Erosion Control Plan and
Proposed Impervious Areas

BY	DATE	REVISION	WATERSHED COMMENTS
OK	2/11/18		

PROJECT NO.: 1429
SHEET 2 OF 3
SHEETS



GRADING NOTES
1. The estimated disturbed area is 0.65 acres and the estimated excavation is 1500 CY.
2. Removal items are shown on Sheet 2.
3. See sheet 3 for final stabilization

WATERSHED EROSION CONTROL NOTES
a. Natural topography and soil conditions must be protected, including retention of native topsoil to the greatest extent possible.
b. Additional measures, such as hydraulic mulching and other practices as specified by the District, must be used on slopes of 3:1 (H:V) or steeper to provide adequate stabilization.
c. Final site stabilization measures must specify that at least six inches of topsoil or organic matter be spread and incorporated into the underlying soil during final site treatment wherever topsoil has been removed.
d. Construction site waste must be properly managed, such as discarded building materials, chemicals, litter, and sanitary waste at the construction site.
e. All temporary erosion and sediment control BMPs must be maintained until completion of construction and vegetation is established sufficiently to ensure stability of the site, as determined by the District.
f. All temporary erosion and sediment control BMPs must be removed upon final stabilization.
g. Soil surfaces compacted during construction and remaining pervious upon completion of construction must be decompact through soil amendment and/or ripping to a depth of 18 inches while taking care to avoid utilities, tree roots, and other existing vegetation prior to final revegetation or other stabilization.
h. All disturbed areas must be stabilized within 7 calendar days after land-disturbing work has temporarily or permanently ceased.
i. The permittee must, at a minimum, inspect, maintain and repair all disturbed surfaces and all erosion and sediment control facilities and soil stabilization measures every day work is performed on the site and at least weekly until land-disturbing activity has ceased. Thereafter, the permittee must perform these responsibilities at least weekly until vegetative cover is established.

WETLANDS
Wetlands as shown were delineated by Mike Graham with Weick Associates. See Wetland Delineation Report for additional information. There are no proposed wetland impacts.
WETLAND BUFFER
The wetland buffer as shown is an average of 20 feet and a minimum of 10 feet.
PROPOSED WETLAND BUFFER
Wetland Buffer Calculation
Wetland perimeter = 101 feet
Buffer area = 2087 sq. ft.
Average buffer width = 20.5 feet
CONSERVATION EASEMENT/ WETLAND BUFFER SIGNAGE
The wetland buffer signage and maintenance agreement will be as per the Stormwater Management Plan. Disturbed wetland buffer areas shall be seeded with MIDDOT Seed Mixture 33-281. No fertilizer shall be used in the wetland buffer. In establishing the wetland buffer, the potential transfer of aquatic invasive species (e.g., zebra mussels, Eurasian watermilfoil, etc.) must be minimized to the maximum extent possible.
BM ELEV. 958.97
Top Nut Hydrant E. side of Stephens Pointe Elev. 863.20

TREE INVENTORY
Trees were inventoried by Jacobson Environmental, PLLC. See Landscaping/Turf Establishment Plan for additional details.
INFILTRATION BASIN
See Sheet 3 for proposed infiltration basin section and overflow.

PROPOSED IMPERVIOUS
LOT AREA = 95,079 sq. ft.
PROPOSED IMPERVIOUS
Hours = 1,503 sq. ft.
Garage (attached) = 1242 sq. ft.
Front stoop = 28 sq. ft.
Deck = 484 sq. ft.
Walks = 21 sq. ft.
Garage (detached) = 241 sq. ft.
Shed = 95 sq. ft.
Gravel drive to remain = 4893 sq. ft.
Proposed additional drive = 1565 sq. ft.

EROSION AND SEDIMENT CONTROL
PERIMETER CONTROLS AND ROCK CONSTRUCTION ENTRANCE MUST BE CONSTRUCTED PRIOR TO LAND DISTURBING ACTIVITIES.
ROCK CONSTRUCTION ENTRANCE
BR - SEDIMENT CONTROL LOG (8" COMPOST OR STRAW)
MS - SILT FENCE, TYPE MACHINE SLEED

FINAL STABILIZATION
UNLESS NOTED OTHERWISE, ALL DISTURBED AREAS SHALL BE SOODED, OR SEEDED AND STABILIZED WITH A HYDRAULIC MULCH OR EROSION CONTROL BLANKET. SEED MATURE SHALL BE AS PER THE OWNER.

FLOODPLAIN
The existing floodplain is shown. No work is proposed in the existing floodplain.
LEGEND
SURVEYED BOUNDARY
RIGHT-OF-WAY
EASEMENT
EXISTING CONTOUR
PROPOSED CONTOUR
STORM SEWER
SANITARY SEWER
WATERMAIN
HYDROMIT
POWER POLE
DELMARKED WETLAND
GAS
TELEPHONE
ELECTRIC
OVERHEAD POWER
PROPOSED DRAINAGE
DECIDUOUS TREE
CONIFEROUS TREE

Activities must be conducted so as to minimize the potential transfer of aquatic invasive species (e.g., zebra mussels, Eurasian watermilfoil, etc.) to the maximum extent possible.

SCALE IN FEET
0 30 60
WATERSHED PERMIT 2015-056 PLANS

METROPOLITAN COUNCIL STORMWATER GRANT

GRANTEE: Riley-Purgatory-Bluff Creek Watershed District	GRANT NO .SG-14552
PROJECT: St. Hubert School Stormwater Retrofit Project	
GRANT PERIOD: June 1, 2022	
COUNCIL ACTION: 2019-267	
ESTIMATED PROJECT AMOUNT: \$332,000	
MAXIMUM GRANT AMOUNT: \$75,000	GRANTEE MATCH: \$257,000

GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the Metropolitan Council (“the Council”) and Grantee named above.

RECITALS

1. The Council is authorized by Minnesota Statutes section 473.505 to enter into agreements with other government bodies and spend funds to implement total watershed management. This includes the authority to make grants to other government bodies to implement total watershed management.

2. The Metropolitan Council authorized its staff to enter into total watershed management grant agreements with various local units of government for installation of storm water best management practices that can be used as demonstrations of innovative storm water management practices for the region.

3. Grantee has expressed an interest in installing, maintaining and monitoring effectiveness of the storm water best management practices.

4. Grantee represents that it has the technical capability and is duly qualified to implement such best management practice and perform all services described in this grant agreement to the satisfaction of the Council.

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

Section 1. Definitions

1.01 “Project” means the entire work effort necessary to complete the Work Plan, including all obligations of Grantee under this agreement.

1.02 “Work Plan” means the means the items of work identified in Exhibit A to this Agreement.

Section 2. Grant Amount, Match, Grant Period and Reimbursement Procedures.

2.01 Estimated Project Amount. The total estimated cost of the Project is the sum of the Maximum Grant Amount and Grantee match on page 1 of this agreement.

2.02 Maximum Grant Amount. The Council agrees to make available to Grantee during the grant period a grant of up to Maximum Grant Amount identified on page 1. This amount is granted for the purpose of reimbursing Grantee for a portion of the eligible costs of performing the Project.

In no event will the Council's obligations exceed the lesser of the following:

- A. The Maximum Grant Amount; or
- B. 75% of the total Project expenditures.

The Council will bear no responsibility for cost overruns incurred by Grantee in performance of the Project.

2.03 Grantee Match. Grantee must provide at least a 25% local match against the Maximum Grant Amount. If the final expenses for the Project are less than the Estimated Project Amount, then the local match will be reduced to 25% of the final Project amount. If the final expenses for the Project exceed the Estimated Project Amount, Grantee is responsible for providing the funds to cover the final costs and expenses. The local match may be cash or an in-kind match.

2.04 Grant Period. The grant begins on the date that this Agreement is fully executed and expires on the earlier of June 1, 2022 or until Grantee satisfactorily fulfills all of its obligations this agreement. After that date, all grant funds that Grantee has not spent revert to the Council.

Section 3. Performance of the Project

3.01 Use of Funds. Grantee must use the proceeds of this grant only for the eligible costs of the Project as described in this Agreement.

3.02 Eligible Costs. Only the costs specified in this section are eligible for reimbursement out of the grant proceeds. Exhibit B to this Agreement provides the budget for the Project. Grantee may only use the grant funds to pay eligible line item costs in Exhibit B or for costs incurred in preparing the Work Plan in Exhibit A. If the actual cost of a line item in Exhibit B exceeds the budgeted amount by more than 10%, Grantee must notify the Council and Grantee may not use grant funds to pay for the portion that exceeds the budgeted amount by more than 10%.

Grantee may use grant and matching funds for direct staff costs for Work Plan activities. Grantee may use Grant and matching funds to purchase or lease equipment, machinery, supplies, or other personal property necessary for the grant project. The Grantee will comply with the personal property management requirements in Section 3.04 of this agreement.

If Council determines that Grantee made an unauthorized or undocumented use of grant proceeds, the Council may make a demand for repayment and Grantee must promptly repay such amounts to the Council.

3.03 Administration, Supervision, Contractors, and MCUB. Grantee is responsible for the administration, supervision, management, and oversight of the Project. Grantee may employ any professional services and contractors it deems reasonable and necessary to complete the Project.

In employing professional services and contractors, the Council strongly encourages Grantee to solicit and include businesses that participate in the Metropolitan Council Underutilized Business Program ("MCUB"). A list of these firms is available on the Council's website.

3.04 Personal Property Management. Title to all personal property acquired with grant and matching funds remains with Grantee. Grantee must take reasonable measures to protect and defend its title interest and shall keep the personal property free and clear of any liens, encumbrances, or other claims. Grantee must maintain property records that include, at a minimum, a description of the property, a serial or other identification number, the acquisition date and cost, and the location, use, and condition of the property. In the final report required by section 5.02, Grantee must include a list of all personal property acquired with grant and matching funds that was not used in performance of the Project. At the end of the Grant Period, Grantee agrees to transfer title to all personal property that is not incorporated into the Project and was acquired in whole or in part with grant funds to the Council, at the Council's option, at no charge. The Council reserves the right to direct appropriate disposition of all personal property, acquired in whole or in part with grant funds, which has not been expended in performance of the grant project.

During the Grant Period, Grantee bears the risk of loss of, damage to, or destruction of any personal property acquired with grant or matching funds. No such loss, damage, or destruction will relieve Grantee of its obligations under this agreement. Grantee will maintain personal property acquired with grant or matching funds in good operating order. If, during the Grant Period, any project personal property is not used in performing the project, whether by planned withdrawal, misuse, or casualty loss, Grantee must immediately notify the Council's Authorized Representative. Unless otherwise approved by the Council's Authorized Representative, Grantee must remit to the Council a proportional amount of the fair market value of any items that are not used, calculated on the basis of the proportion of Council grant funds used to acquire the items.

3.05 Educational Signs. Grantee will ensure that the completed project includes educational signs that mention the Council's contribution to the Project.

Section 4. Accounting, Record, and Audit Requirements

4.01 Accounting and Record-keeping. Grantee will establish and maintain a separate account for the Project and maintain accurate and complete books, records, documents, and other evidence of the costs and expenses of implementing this agreement to the extent and in such detail that will accurately reflect the total cost of the Project and all net costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs and expenses. Grantee must use generally accepted accounting principles. Grantee must retain these records for at least 6 years after the end of the Grant Period.

4.02 Audit. The accounts and records of Grantee related to this agreement may be audited in the same manner as other accounts and records of Grantee and may be audited and inspected on Grantee's premises or otherwise by individuals designated or authorized by the Council at any time following reasonable notification during the Grant Period and for a period of six years thereafter. Under Minnesota Statutes section 16C.05, subdivision 5, Grantee's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State, its representatives, the State Auditor, and the Legislative Auditor for a minimum of 6 years from the end of this agreement. Grantee will make available at all reasonable times and before and during the period of records retention proper facilities for examination and audit.

Section 5. Reimbursement, Reporting and Monitoring.

5.01 Reimbursement Request/Quarterly Progress Reports. To receive Reimbursement under this agreement, Grantee must submit a Reimbursement Request/Quarterly Report. The Council must receive from Grantee Reimbursement Request/Quarterly Report within 30 days after the end of each calendar quarter. In the Reimbursement Request/Quarterly Report, Grantee must provide a detailed summary of completed work activities and project expenditures, including a comparison of actual activities and expenditures against planned activities and projected expenditures, and MCUB inclusion efforts under Section 3.03. Grantee must provide sufficient documentation of grant eligible expenditures and any other information the Council's staff reasonably requests. Grantee must submit a Quarterly Report as outlined in this section even if Grantee is not submitting a Reimbursement Request.

The Council will make the final determination whether the expenditures are eligible for reimbursement under this agreement and verify the total amount requested from the Council. Reimbursement of any cost is not a waiver by the Council of any Grantee noncompliance with this agreement.

The Council will reimburse all eligible grant expenditures not in excess of the total amount of grant amount under this agreement within 60 days after receiving satisfactory documentation from Grantee. Grantee's documentation is subject to review and acceptance or rejection by the

Council. The Council will be deemed to have accepted Grantee's documentation if the Council does not reject it in writing within 21 days of receipt.

The Council will not award any reimbursements for work done outside of the Grant Period.

5.02 Final Report. Within 60 days after the expiration of the Grant Period, the Council must receive from Grantee for Council review and approval a final report in a format determined by the Council, detailing total Project receipts and expenditures, summarizing all Project activity, describing MCUB inclusion efforts under Section 3.03, and containing a certification by Grantee's chief financial officer that all grant funds were expended in accordance with this agreement. The final report must include a list of project personal property as required by paragraph 3.04. The final report must also describe how the Project furthers Total Watershed Management as that term is defined under Minnesota Statutes Section 473.505. This Agreement remains in effect until the Council approves the Final Report.

5.03 Other Monitoring Activities. To assist the Council in monitoring compliance with the grant agreement, Grantee agrees to attend meetings as requested by Council staff and to permit site visits by Council staff, during business hours, upon reasonable notice.

Section 6. General Conditions

6.01 Compliance with Law. Grantee will comply with all applicable state and federal laws. Further, Grantee agrees that it is Grantee's obligation and responsibility, and not the Council's, to comply with all other laws, regulations, and rules relating to activities undertaken in performing the Project.

6.02 Maximum Use of Other Funds. If Grantee at any time receives funding or reimbursement from another source for amounts charged by Grantee against this grant, such funds charged against this grant shall be immediately refunded to the Council upon discovery of the duplicate funding or reimbursement.

6.03 Liability. Each party is responsible for its own acts and the results thereof to the extent authorized by law and a party is not responsible for the acts of the other party and the results thereof. Council and grantee's liability are governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes chapter 466, and other applicable law. Notwithstanding this provision, to the fullest extent permitted by law, Grantee will defend, hold harmless, and indemnify the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from clean-up, removal, and disposal of contaminants related to the Project. This includes, without limitation, any claims asserted under the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, 42 U.S.C. sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, 42 U.S.C. sections 6901 *et seq.* This obligation will not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and Grantee. Grantee's obligation to indemnify the Council as stated in this paragraph shall not

be construed as a waiver on the part of either Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

6.04 Changes in the Project. If Grantee, for any reason, determines that the Project or any portion of it should not be undertaken, or that there should be a change in the scope or costs of an portion of the Project, Grantee must immediately submit to the Council a statement describing the situation and giving the reasons for Grantee's determination. Grantee may, simultaneously with the submission of the statement or within a reasonable time thereafter, recommend alternative projects, activities, uses, expenditures, or allocations of grant funds.

If the Council determines that Grantee's recommendations may be immediately approved, Grantee and the Council may execute a written amendment to this agreement as provided in section 6.05.

If the Council determines that Grantee's recommendations may not be immediately approved, Grantee and the Council may execute a written amendment to this agreement as provided in section only after appropriate authorizations by the Council and Grantee.

6.05 Amendments. The terms of this agreement may be changed by mutual agreement of the parties. Changes will be effective only upon execution of a written amendment signed by authorized representatives of the Council and Grantee.

6.06 Equal Opportunity; Affirmative Action. Grantee will comply with all applicable laws, rules, and regulations relating to nondiscrimination and affirmative action in public purchase, involvement, and use. In particular, Grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, marital status, disability, status with regard to public assistance, membership or activity in a local civil rights commission, or age, and to take affirmative action to insure that applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training. In addition, Grantee must include affirmative action and equal employment provisions in any written contract entered into after the date of execution of this agreement which involves the provision of work or services which will be paid for in whole or in part out of the grant proceeds.

6.07 Permits, Bonds, and Approvals. Grantee is responsible for obtaining and complying with all applicable local, state, and federal licenses, permits, bonds, approvals, inspections, and authorizations necessary for the Project.

6.08 Termination for Cause. This agreement may be terminated by the Council for cause at any time with 7 days' written notice to Grantee. Cause means a material breach of this agreement and any supplemental agreements or amendments to this agreement. If the Council terminates the agreement for cause, it may require Grantee to repay the grant funds in full or in a portion determined by the Council. Nothing in this section limits the Council's legal remedies to recover grant funds.

6.09 Termination for Convenience. Either party may terminate this grant agreement at any time by giving the other party written notice of termination at least 30 days before the effective date of the termination. On termination, the Council will compensate Grantee on a pro rata basis for work plan activities that were satisfactorily performed in accordance with this agreement.

6.10 Intellectual Property. Grantee agrees that the results of the grant project, the reports submitted, and any new information or technology that are developed with the assistance of this grant are in the public domain and may not be copyrighted, patented, trademarked or designated as trade secret.

6.11 Government Data Practices. Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as it applies to all data provided by the Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Grantee or the Council. If Grantee receives a request to release the data referred to in this section, Grantee must promptly notify the Council.

6.12 Promotional Materials. Grantee will submit to the Council a copy of any promotional information regarding the grant project disseminated by Grantee during the Grant Period. Grantee will acknowledge the grant assistance made by the Council in any promotional materials, reports, and publications relating to the grant project.

6.13 Jurisdiction and Venue. Venue for all legal proceedings arising out of this grant agreement, or breach of this grant agreement, will in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

6.14 Authorized Representatives.

The Council's Authorized Representative is:

Joe Mulcahy
Environmental Analyst

GRANTEE'S Authorized Representative is:

Dr. Claire Bleser
District Administrator

All written communication under this agreement must be sent electronically or by United States Mail to the Authorized Representative. Either party may change its Authorized Representative by notifying the other party in writing. To the extent possible, communications between the parties concerning this agreement will be directed through the authorized representatives.

6.15 Survival. Sections 4.01, 4.02, 6.03, 6.10, 6.12, and 6.13 of this Agreement, and the rights, duties and obligations of the Council and Grantee created in those Sections, survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the date first above written.

METROPOLITAN COUNCIL

By: _____
Mary Bogie
Deputy Regional Administrator

Date: _____

GRANTEE

The Grantee certifies that the appropriate persons have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions and ordinances.

By: _____

Date: _____

By: _____

Date: _____

EXHIBIT A

Work Plan

Project Narrative:

Riley Purgatory Bluff Creek Watershed District (RPBCWD) has identified a campus retrofit at St. Hubert Catholic School that will improve water quality, reduce runoff volumes, improve ecological diversity and provide many educational opportunities near the impaired Rice Marsh Lake in Chanhassen.

In early 2016, the district completed an analysis of the Rice Marsh Lake's watershed to assess its overall health. Rice Marsh Lake does not meet MPCA shallow lake water quality standards due to phosphorus loading. Additionally, high impervious cover in the area has increased stormwater runoff volume and rate, and reduced habitat availability and biological diversity. The District has been looking for "opportunity projects" within this watershed where measurable water quality improvements are achievable.

RPBCWD and St. Hubert School have been working together since 2013 to grow environmental awareness in the school community. The school is planning a playground upgrade and leadership from the school approached RPBCWD in 2018 with interest in taking action on that awareness. Many potential projects on the site were considered, weighing benefits of water quality, runoff volume and rate reduction, ecological biodiversity, educational opportunities and aesthetics of the property, with considerations of safety, cost, and maintenance. Ultimately, four stormwater treatment projects were identified:

- A parking lot median tree trench that would collect water from the adjacent parking lot,
- Underground stormwater storage (or stormwater reuse cistern) from the school roof and impervious playground surface,
- Addition of a rain garden, removal of impervious surface, flooding and gully repair, and native vegetation on the south side of the parking lot, and
- Restoration of a turf grass parcel into a native prairie with impervious disconnection from the parking lot to catch/treat stormwater.

The project will permanently reduce stormwater runoff volume, improve water quality, reduce flow rates, and increase biological diversity while providing innumerable educational opportunities. (This project is not associated with any proposed development that would require stormwater treatment. Temporary construction stormwater BMPs will included as needed based on the NPDES permit and watershed rules.)

Riley Purgatory Bluff Creek Watershed District

For the General Fund Project, call (303) 536-3100. For the District Fund, call (303) 536-3100.

TASK	2020												2021				
	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Project Management																	
BMP Preliminary Design (School Coordination, Preliminary Estimate)																	
BMP Final Design (90% & 100% plans, specifications, estimate)																	
Advertisement/Bidding/Award																	
Grant Closeout																	
Tree Trenches Construction																	
Playground Improvements Construction																	
South Parking Lot Area Construction																	



APPENDIX A: CONCEPT PLAN LAYOUT

St. Hubert Catholic School Opportunity Projects

APRIL 3, 2019

EXHIBIT B
Project Budget

ST. HUBERT SCHOOL WATER QUALITY PROJECT	TOTAL	METCOUNCIL GRANT FUNDS	RILEY PURGATORY BLUFF CREEK WATERSHED
Tree Trenches			
Design & PM (1)	\$ 20,000.00		\$ 20,000.00
Construction	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00
Education and Outreach	\$ 5,000.00		\$ 5,000.00
Total	\$ 115,000.00	\$ 45,000.00	\$ 70,000.00
Playground Improvements with Stormwater Treatment			
Design & PM (1)	\$ 20,000.00		\$ 20,000.00
Construction Stormwater Treatment (Underground Storage or Reuse)	\$ 65,000.00	\$ 15,000.00	\$ 95,000.00
Construction Playground Surfacing (2)	\$ 45,000.00		
Education and Outreach	\$ 5,000.00		\$ 5,000.00
Total	\$ 135,000.00	\$ 15,000.00	\$ 120,000.00
South Parking Lot & Recreation Area Improvements			
Design & PM (1)	\$ 20,000.00		\$ 20,000.00
Construction of Rain Garden	\$ 22,000.00	\$ 15,000.00	\$ 7,000.00
Construction of Pavement Removal	\$ 20,000.00		\$ 20,000.00
Construction of Inlet and Gully Repair	\$ 15,000.00		\$ 15,000.00
Education and Outreach	\$ 5,000.00		\$ 5,000.00
Total	\$ 82,000.00	\$ 15,000.00	\$ 67,000.00
	\$ 332,000.00	\$ 75,000.00	\$ 257,000.00

Non-Corporate Resolution

Account Number

The undersigned, _____,
(Name of Non-Corporate Organization ("Organization"))

acting by _____,
(Name and Title)

pursuant to the following duly certified resolutions, hereby authorizes Wells Fargo Advisors and their affiliates (Hereinafter "WFA") to open, in the name of the Organization, and maintain banking, asset management, brokerage, and other accounts and relationships ("Accounts"). This authorization shall continue in effect until revoked by the Organization by a written notice addressed to WFA and received by WFA.

Organization hereby further certifies that the following is a full, true, and correct copy of Resolutions duly adopted by the vote of the

(Name of Governing Body of the Organization)

of the Organization, that such Resolutions have not been rescinded or modified and are in full force and effect, and the Organization further represents and warrants that: (i) Organization is duly organized and existing; (ii) Organization is empowered to engage in the actions called for by the Resolutions; (iii) the Resolutions are in accord with and pursuant to the Organization's underlying charter and by-laws; (iv) the Resolutions are in accord with all constitutional, statutory, and regulatory provisions pertaining to Organization; and (v) the persons designated below ("Authorized Individuals") have been duly installed and now hold the offices in Organization set forth by their respective names and their signatures.

X
 Print Name Title Signature

IN WITNESS WHEREOF, I have hereunto affixed by hand and the Seal of the Organization on this date.

X
 Print Name Title Signature

Office Use Only - Client Identification/Signature Validation		
(Check one of the four Validation Options) 1. <input type="checkbox"/> Client Personally Known to Me 2. <input type="checkbox"/> Validated Government-Issued Photo ID (when client is present). 3. <input type="checkbox"/> Compared signature to imaged documents. 4. Verbally confirmed two of the following (when client is not present): <input type="checkbox"/> Social Security Number or Tax Identification Number <input type="checkbox"/> Date of Birth <input type="checkbox"/> Home Telephone Number <input type="checkbox"/> Recent Account Activity		Signature Guarantee
I certify that I validated the client's identity and/or signature via the method indicated above. I further certify that the client has the authority to execute the transaction.		
Name (Print)	Signature	Date

Investment and Insurance Products are: <ul style="list-style-type: none"> • Not Insured by the FDIC or Any Federal Government Agency • Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate • Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

RESOLVED, that the Organization is authorized and empowered to open banking, asset management, brokerage (including, without limitation, margin, options, and commodities) accounts with WFA.

RESOLVED, that each of the Authorized Individuals is hereby authorized in the name and on behalf of this Organization to open and maintain such Accounts with WFA as he or she may deem necessary or appropriate, in his or her sole discretion, including, without limitation, checking, savings, safe deposit, lock box, night depository, asset management, and brokerage (including, without limitation, margin, options, and commodities) accounts and relationships.

RESOLVED, FURTHER, that each of the Authorized Individuals is hereby authorized in the name and on behalf of this Organization to (i) issue any and all instructions, and WFA is authorized to accept such instructions, with respect to the Accounts including, but not limited to, deposit and withdrawal, the purchase, sale or other disposition of stocks, bonds, and other securities or commodities, deliver and receive monies, stocks, bonds, and other securities or commodities, and (ii) receive and acknowledge the correctness of all statements of the Accounts, enter into agreements (whether oral or written) with respect to the Accounts, execute any and all documents with respect to the Accounts, and otherwise act with respect to the Accounts as if the Accounts were his or her Accounts only.

RESOLVED, FURTHER, that all matters relating to the Accounts shall be governed by these Resolutions, by the terms of any agreements entered into with respect to the Accounts, and by such internal and external rules and regulations as may be applicable thereto.

RESOLVED, FURTHER, that WFA is hereby authorized to honor, receive, certify, or pay all checks, drafts, and other evidences of indebtedness bearing or purporting to bear the signature or the facsimile signature of any Authorized Individual, regardless of whether the purported signature is genuine or resembles the signature or facsimile signature of such Authorized Individual and regardless of who affixed the actual or purported facsimile signature thereon, or by what means the signature or the facsimile thereon may have been affixed thereto.

RESOLVED, FURTHER, that WFA is authorized to honor, receive, certify, or pay all checks, drafts, and other evidences of indebtedness even though drawn or endorsed to bearer or to the order of any individual, or any officer, representative or employee of this Organization, including, without limitation, any Authorized Individual, or for the payment of the individual obligations of such officer, representative, or employee, or for deposit to his or her personal account; and that WFA shall not be expected or be required or under any obligation to inquire as to the circumstances of the issuance or use of any document or item signed or endorsed in accordance with the foregoing Resolutions, or the application or disposition of such documents or items or the proceeds thereof.

RESOLVED, FURTHER, that the Secretary (or other duly designated officer) of this Organization is hereby authorized to furnish a certified copy of these Resolutions to WFA, and WFA is authorized to deal with the Authorized Individuals under the authority of these Resolutions, unless and until it shall be expressly notified in writing to the contrary by this Organization.

RESOLVED, FURTHER, that all transactions by officers, representatives, employees, or agents of this Organization, on its behalf and in its name prior to the delivery of a certified copy of these Resolutions, are, in all respect, hereby ratified, confirmed, and adopted, nunc pro tunc.

RESOLUTION NO. 2020-XX

RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT
BOARD OF MANAGERS

Acknowledging declaration recorded on title to 770 Pioneer Trail, Chanhassen

Manager _____ offered the following resolution and moved its adoption, seconded by Manager _____ :

WHEREAS Riley-Purgatory-Bluff Creek Watershed District adopted in 2018 a watershed management plan (the Plan) in accordance with Minnesota Statutes section 103B.251;

WHEREAS the Plan includes wetland restoration and flood mitigation at Trunk Highway 101 and Pioneer Trail as a capital improvement project, and RPBCWD has developed, in partnership with the City of Chanhassen and the Minnesota Department of Natural Resources through its Flood Damage Reduction Grant Assistance Program, an implementation plan and funding mechanisms for such wetland restoration and flood mitigation (the Project) and the acquisition of property necessary for the Project;

WHEREAS on April 3, 2019, after conducting a duly noticed public hearing on the Project and the acquisition of properties at 730 and 750 Pioneer Trail for purposes of the Project, the RPBCWD Board of Managers adopted Resolution 2019-014, ordering the Project;

WHEREAS in keeping with Resolution 2019-014, RPBCWD has acquired properties at 730 and 750 Pioneer Trail and removed structures therefrom to facilitate construction of the Project;

WHEREAS Chanhassen acquired the fee title interest in the property at 770 Pioneer Trail (the Property), legally described in Exhibit A, attached and incorporated into this resolution; recorded a declaration subjecting the conveyance of the Property to the approval of the commissioner of Minnesota Management and Budget and other requirements of the state Flood Damage Reduction Grant Assistance Program, as document number A689014 in the office of recorder/registrar of titles, Carver County, attached to and incorporated into this resolution as Exhibit B (the Declaration), and has removed structures from the Property;

WHEREAS on May 11, 2020, the Chanhassen City Council adopted Resolution 2020-031, authorizing the conveyance of the Property to RPBCWD; and

WHEREAS the commissioner of Minnesota Management and Budget has approved the transfer of the Property to RPBCWD, but requires RPBCWD to acknowledge that after

conveyance of the Property to RPBCWD, the Property will remain subject to the declaration.

THEREFORE BE IT RESOLVED that the Board of Managers acknowledges that, after conveyance to RPBCWD of fee title from the City of Chanhassen, the Property will remain subject to the Declaration.

The question was on the adoption of the resolution and there were __ yeas and __ nay as follows:

Yea Nay Abstain Absent

CRAFTON
KOCH
PEDERSEN
WARD
ZIEGLER

Upon vote, the president declared the resolution adopted.

Dated: **DATE**, 2020.

* * * * *

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 RPBCWD 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

Exhibit A
Legal Description – 770 Pioneer Trail

The South Half, as measured along the East and West lines thereof, of the West 155.0 feet, as measured along the North and South lines thereof, of the East 10 acres of the South Half of the Northeast Quarter of Section 26, Township 116, Range 23, Carver County, Minnesota.

Exhibit B
The Declaration

Has the Public Entity/Seller, and, if applicable, Public Entity/Purchaser, supplied the Department with such official action(s)? Yes X
No

NOTE: A copy of such official action(s) must be attached to this checklist.

Does the form of official action supplied by the Public Entity/Seller contain a determination by the Public Entity/Seller that the Property is no longer usable or needed to carry out the governmental purpose for which it was originally acquired, constructed, or bettered? Yes X
No

If applicable, does the form of official action supplied by the Public Entity/Purchaser contain a determination by the Public Entity/Purchaser that it needs the Property for one of its governmental programs? Yes X
No
N/A*

III. SALE PRICE

Property acquired, constructed, or bettered, in whole or in part, with the proceeds of state general obligation bonds which is sold to an entity other than a Minnesota public subdivision must be sold at fair market value, which is established by either an appraisal or by way of a public bid procedure. (See Minn. Stat. §§ 16A.695 Subds. 1(d) and 3 and Commissioner's Order §§ 2.06 and 5.02(a))

Is one of the following three provisions satisfied (one of the following three questions must be answered "Yes")? Yes X
No

(i) Was the sale price for the Property established by an appraisal conducted by a licensed appraiser? Yes
No
NOTE: Please attach a copy of the appraisal to this checklist. N/A* X

(ii) Is the Property to be sold by way of a public bid procedure? Yes
No
N/A* X

(iii) Is the Property to be sold to a Minnesota political subdivision? Yes X
No
N/A*

SUMMARY

Have all of the above delineated provisions relating to the sale of the Property been complied with (i.e. have all applicable questions been answered "Yes")? Yes X
No

**Submittal of Proposed Sale to the
Commissioner for Approval**

In addition to the requirements contained hereinabove, the GO Compliance Bill and the Commissioner's Order require that all sales of property acquired, constructed, or bettered, in whole or in part, with the proceeds of state general obligation bonds be submitted to the Commissioner for his/her review and approval (see Minn. Stat. § 16A.695 Subd. 3 and Commissioner's Order §§ 5.02 and 5.03(a)). In order to implement such requirement, the following information must be submitted to the Commissioner not less than 60 days before the Public Entity/Seller proposes to execute a purchase agreement for the sale of the Property (see Commissioner's Order § 5.03(b)):

Have all the following documents and information been supplied to the Department for its review? Yes X
No

- | | |
|--|--|
| 1. A copy of the proposed purchase agreement. | Yes <u> X </u>
No <u> </u>
N/A* <u> </u> |
| 2. Citation of the state statute which authorizes the Public Entity/Seller to sell the Property. | Yes <u> X </u>
No <u> </u> |
| 3. If known, the name, address, and description of the purchaser of the Property. | Yes <u> X </u>
No <u> </u> |

Riley-Purgatory-Bluff Creek Watershed District
18681 Lake Drive E
Chanhassen, MN 55346

- | | |
|--|--------------------------------------|
| 4. A description of the proposed method of sale (negotiated sale, public bid process, etc.). | Yes <u> X </u>
No <u> </u> |
|--|--------------------------------------|

In accordance with the Minnesota Management and Budget Commissioner's Order Section III, Section 5.02 2(d) a public agency may transfer G.O. bond financed property to another public entity for a nominal consideration. The RPBCWD will be using the property for the same governmental purpose of flood mitigation.

- | | |
|--|--|
| 5. The sales price and how it was or will be determined. | Yes <u> X </u>
No <u> </u> |
| 6. Copies of any and all appraisals upon which the sale price of the Property is or will be based. | Yes <u> </u>
No <u> </u>
N/A* <u> X </u> |
| 7. Any and all other information relevant to the sale, or which the Public Entity/Seller believes will be helpful to the Commissioner. | Yes <u> </u>
No <u> </u>
N/A* <u> X </u> |

Preparation of Checklist

This requirements imposed by the G.O. Compliance Checklist for the Sale of G.O. Property was prepared by and is submitted to the Commissioner by the Public Entity, and by preparing and submitting this checklist to the Commissioner, the Public Entity hereby certifies that the information contained in this checklist is true and correct and that it accurately reflects the terms and conditions of the referenced sale.

PUBLIC ENTITY

Signature: [Handwritten Signature]

Title: City Mgr.

Date: April 23rd 2020

FOR USE ONLY BY STATE OF MINNESOTA

This G.O. Compliance Checklist for Sale of G.O. Property was reviewed by the following individual:

Name Roger Behrens

Signature [Handwritten Signature]

Title Capital Bonding Coordinator

Agency MMB

Date 5/19/20

APPROVAL OF SALE OF G.O. PROPERTY BY COMMISSIONER

Based upon the information contained in this G.O. Compliance Checklist for Sale of G.O. Property and the certification by the Public Entity that the information contained in this checklist is true and correct and that it accurately reflects the terms and conditions of the referenced sale, the Commissioner consents to such sale of G.O. Property.

**COMMISSIONER OF MINNESOTA
MANAGEMENT AND BUDGET**

By: [Handwritten Signature]
Assistant Commissioner

Date: 6/3/20

Document Number: **A689014**

Filed and/or Recorded on
Dec 27, 2019 3:02 PM

Office of the County Recorder/Registrar of Titles
Carver County, Minnesota
Kaaren Lewis, County Recorder

Deputy KL Pkg ID: 7114473
Document Recording Fees \$ 46.00

Document Total \$ 46.00

Requesting Party: CAMPBELL KNUTSON PA
Pages: 4

This cover page has been added to this document by Carver County Land Records
and is now an official part of this recorded document

State of Minnesota
General Obligation Bond Financed Property
DECLARATION TO BE RECORDED WITH DEED TO PROPERTY

The undersigned has the following interest in the real property located in the County of Carver, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the "Restricted Property"):

(Check the appropriate box)

- a fee simple title, or
 an easement

and as owner of such a fee title or easement, does hereby declare that such interest in the Restricted Property is made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain General Obligation Bond Grant Contract with the City of Chanhassen for Acquisition of Flood Prone Property Swift Contract/PO No(s). 145835/3000138988 between the State of Minnesota and the city of Chanhassen dated August 7, 2018 and as subsequently amended.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of Natural Resources and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

EXHIBIT "A"
Legal Description

The South Half (S1/2) as measured along the East and West lines thereof, of the West 155.0 feet, as measured along the North and South lines thereof, of the East 10 acres of the South Half of the Northeast Quarter (S1/2 NE1/4) of Section 26, Township 116, Range 23, Carver County, Minnesota.