

Riley-Purgatory-Bluff Creek Watershed District

Board of Managers

Notice of Special Meeting

Tuesday, December 18, 2018

9:00am

DISTRICT OFFICE
18681 Lake Drive East
Chanhausen

The Riley Purgatory Bluff Creek Watershed District Board of Managers will hold a special meeting on Tuesday, December 18, 2018 to review a permit and authorize administrator to execute grant agreement with the Board of Water and Soil Resources. The agenda for the meeting is below. For more information, contact Claire Bleser, District Administrator, at (952) 607-6512.

Agenda

- 1. Call to Order**
- 2. 9:00 am Approval of the Agenda (Additions/Corrections/Deletion)** **Action**
- 3. Permit #2018-068 DriSteam Warehouse Expansion- Approve with the conditions and stipulations recommended by staff** **Action**
- 4. Authorize Administrator to enter agreement with BWSR for Clean Water Fund Grant Agreement** **Action**
- 5. Adjourn** **Action**



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

Riley Purgatory Bluff Creek Watershed District Permit Application Review

Permit No: 2018-068

Received complete: November 13, 2018

Board Meeting: January 2, 2019

Applicant: DriSteem – ATTN: David Pflum

Consultant: Sambatek – ATTN: Pete Moreau

Project: DriSteem Warehouse Addition – The construction of 12,000 square foot warehouse expansion and 7,860 square feet of parking lot. An underground infiltration system and an infiltration trench shall be constructed as well

Location: 14949 Technology Drive, Eden Prairie MN

Reviewer: Terry Jeffery, Permit Coordinator

Applicable Rule Conformance Summary

| Rule | Issue | Conforms to RBPCWD Rules? | Comments |
|------|-----------------------|---------------------------|--|
| C | Erosion Control Plan | See comment | See Rule Specific Permit Condition C1. |
| J | Stormwater Management | Rate | Yes |
| | | Volume | Yes |
| | | Water Quality | Yes |
| | | Low Floor Elev. | Yes |
| | | Maintenance | See comment |
| L | Permit Fee | Yes | \$1500 |
| M | Financial Assurance | See comment | \$165,875 |

Proposed Board Action

It was moved by Manager _____, seconded by Manager _____ to approve permit application No. 2018-068 with the conditions and stipulations recommended by staff.

Project Description

The project involves the addition of 12,000 square feet of warehouse onto an existing 42,000 square foot warehouse facility. In conjunction with this expansion, an additional 7,860 square feet of bituminous parking lot will be added to the existing 62,980 square feet of parking lot. The expansion will occur into an area currently maintained as lawn. Concurrent with the expansion, the applicant will be milling and overlaying 59,547 square feet of existing parking lot.

Stormwater management will occur through the use of an infiltration trench in series with an underground infiltration system. Discharge from the stormwater management system will be directed to an existing storm sewer system located westerly on the site.

The total area of disturbance for the proposed project, including the mill and overlay, is approximately 2.06 acres. The proposed improvements will result in 19,860 square feet of new impervious surface and 344 square feet of fully reconstructed impervious surface.

The project site information is summarized below:

1. Total Site Area: 4.31 acres (187,744 square feet)
2. Existing Site Impervious Area: 2.47 acre (108,132 square feet)
3. Post Construction Site Impervious: 2.94 acres (127,992 square feet)
4. Change in Site Impervious Area: 0.46 acre (19,860 square feet) (18% increase in site impervious area)
5. Total Disturbed Area: 2.06 acres (89,734 square feet)
6. Total existing impervious area disturbed: 1.78 acres (59,891 square feet) – 56.4 percent of the existing impervious area, consisting of:
 - o 1.77 acres (59,547 square feet) mill & overlay
 - o 0.008 acres (344 square feet) fully reconstructed impervious
7. Total new/reconstructed impervious surface: 0.46 acre (20,204 square feet).
8. Total regulated impervious surface: 20,204 square feet.¹

Exhibits:

1. Permit Application from DriSteem dated November 5, 2018 (received 11/12/18)
2. Set of nine civil plan sheets C1.01 – C7.03 dated November 5, 2018 (last revision 12/5/18)
3. Set of three landscaping plan sheets L1.01 – L3.01 dated November 5, 2018 (last revision 12/5/18)
4. HydroCAD model dated December 4, 2018
5. MIDS calculator dated November 27, 2018

¹ 59,547 square feet of mill and overlay is not considered disturbance for the calculations of Rule J, subsection 2.3.

6. Stormwater Report dated December 4, 2018
7. Geotechnical Exploration and Engineering Report by Northern Technologies, LLC (NTI) dated October 2, 2018
8. Operations and Maintenance Specifications and Inspection log undated (received November 7, 2018)

Rule Specific Permit Conditions

Rule C: Erosion and Sediment Control

Because the project will result in 2.06 acres of land disturbance, including 1.77 acres of bituminous mill and overlay, the project must conform to the requirements in the RPBCWD Erosion and Sediment Control rule (Rule C, Subsection 2.1).

The erosion control plan prepared by Sambatek includes installation of perimeter control where appropriate, inlet protection for storm sewer catch basins, a rock construction entrance, placement of a minimum of 6 inches of topsoil, delineation of areas to be protected from compaction, decompaction of areas compacted during construction, retention of native topsoil onsite, and a plan for final stabilization including a landscaping plan. The contractor to be responsible for erosion control at the site needs to be determined. To conform to the RPBCWD Rule C requirements the following revisions are needed:

- C1. The Applicant must provide the name and contact information of the individual responsible for erosion and sediment control at the site. RPBCWD must be notified if the responsible party changes during the permit term.

Rule J: Stormwater Management

Because the project will result in alteration of 2.06 acres of land surface, stormwater management must be provided under Rule J (2.1b). As summarized above, somewhat more than 50 percent of the existing impervious surface on the parcel will be disturbed for the project, which would trigger the requirement under subsection 2.3 of Rule J that the applicant provide stormwater treatment for runoff from all the impervious area (existing and proposed) on the parcel. However, because mill and overlay is rehabilitation that, by definition, does not disturb underlying soils, only runoff from new and fully reconstructed impervious surfaces on the property need be treated.²

The project will result in the creation of 19,860 square feet of new impervious surface with the building addition and parking lot expansion. The project will also reconstruct 344 square feet of existing

² Subsection 2.3 of the rule states, "For purposes of this paragraph, disturbed areas are those where underlying soils are exposed in the course of redevelopment." Otherwise in the rules, mill and overlay and other forms of impervious-surface rehabilitation are "land-disturbing activity."

impervious surface for the installation of an argon tank. Therefore, under Rule J, subsection 2.3 the amount of new or fully reconstructed impervious surface subject to the criteria listed in subsection 3 of Rule J, is only the new or fully reconstructed impervious areas. This area is equal to 20,204 square feet which, at only 19% of the 108,132 square feet of impervious surface currently on the property, is less than 50% of the current site impervious surface.

The applicant is proposing an infiltration trench and an underground infiltration feature in series. Pretreatment will be provided through a sump manhole. These stormwater management features will be used to provide the required rate control, volume abstraction, and water quality management on the site.

To meet the rate control criteria listed in Subsection 3.1.a, the 2-, 10-, and 100-year post development peak runoff rates, as well as the 10-day snowmelt event, 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 2-, 10-, and 100-year frequency discharges from the site, as well as the 10-day snowmelt event are summarized in the following table.

| 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 |
| East (P4) | 0.09 | 0.09 | 0.19 | 0.19 | 0.39 | 0.38 | 0.05 | 0.05 |
| West (Parking) | 4.11 | 3.83 | 8.47 | 8.19 | 17.61 | 17.44 | 4.23 | 4.16 |

The proposed project conforms to RPBCWD Rule J, Subsection 3.1.a

Volume Abstraction

Subsection 3.1.b of Rule J requires the abstraction onsite of 1.1 inches of runoff from all new and disturbed impervious surface on the parcel. An abstraction volume of 1,852 cubic feet is required from the 20,204 square feet of regulated impervious area on the project subject for volume retention. The developer is proposing an infiltration trench and an underground proprietary infiltration system to provide the requisite abstraction. The following table summarizes the volume abstraction on the site.

| Required Abstraction Depth (inches) | Required Abstraction Volume (cubic feet) | Provided Abstraction Volume (cubic feet) |
|-------------------------------------|--|--|
| 1.1 | 1,852 | 1,861 |

Soil borings performed by NTI show that soils in the location of the proposed proprietary BMP under the parking lot consist primarily of lean clay (CL). This soil profile is in the hydrologic group "D" and have an infiltration rate of 0.06" per hour. The soils in the location of the proposed infiltration trench consist primarily poorly graded sand (SP). This soil profile is in the hydrologic group "A" and have an infiltration rate of 0.60" per hour. The design was based upon the applicable infiltration rate for the BMP.

No groundwater was observed to the bottom of the 20.5-foot-deep borings 4 and 5 at an elevation of 879.5 feet. These borings are in the proposed location of the infiltration trench. The bottom of the infiltration trench is set at 872 feet. As such, there is no less than 7.5 feet of separation to ground water at the site of the proposed infiltration trench. No groundwater was observed to the bottom of the 14.5-foot-deep boring 10 at an elevation of 877.5 feet. This boring is in the proposed location of the underground infiltration system. The bottom of the infiltration system is set at 871 feet. As such, there is no less than 6.5 feet of separation to ground water at the site of the proposed infiltration system. In all cases, the minimum depth to groundwater exceeds the 3 feet minimum separation required by Rule J, Subsection 3.1.b.ii. The practices are designed to draw down within 48 hours in conformance with Rule J, Subsection 3.1.b.iii. Based on information reviewed, the proposed project conforms to Rule J, Subsection 3.1.b.

Water Quality Management

Subsection 3.1.c of Rule J requires the applicant provide for at 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. The applicant is proposing a bioretention feature. The table below summarized the water quality treatment provided for the site. Based on information reviewed, the proposed project conforms to Rule J, Subsection 3.1.c.

| Pollutant of Interest | Regulated Site Loading (lbs/yr) | Required Load Removal (lbs/yr) ¹ | Provided Load Reduction (lbs/yr) |
|------------------------------|---------------------------------|---|----------------------------------|
| Total Suspended Solids (TSS) | 154.3 | 138.9 (90%) | 142.7 (93%) |
| Total Phosphorus (TP) | 0.849 | 0.509 (60%) | 0.786 (93%) |

¹Required load reduction is calculated based on the removal criteria in Rule J, Subsection 3.1c and the new and reconstructed impervious area site load.

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 structure and the adjacent stormwater management feature are summarized below.

| Location Riparian to Stormwater Facility | Low Floor Elevation of Building (feet) | 100-year Event Flood Elevation of Adjacent Stormwater Facility (feet) | Freeboard (feet) | Provided Distance Between Building and Adjacent Stormwater Feature (feet) | Required Separation to Ground water based on Appndx J, Plot 1 (feet) | Provided Separation to Ground water based on Appndx J, Plot 1 (feet) |
|--|--|---|------------------|---|--|--|
| Infiltration Trench | 882.5 | 875.49 | 7.01 | NA | NA | NA |
| Underground System | 882.5 | 873.11 | 9.39 | NA | NA | NA |

The proposed freeboard separation is compliant with Rule J, subsection 3.6.

Because the application was complete after the October 1 effective date for the amended rules, paragraph 3.8 of the Stormwater Management Rule applies to require the applicant to submit a post-project chloride management plan that will, 1) designate an individual authorized to implement the chloride-use plan and 2) designate a Minnesota Pollution Control Agency-certified salt applicator engaged in the implementation of the chloride-use plan for the site. The applicant need not comply with these requirements as a condition on issuance of the permit, but a portion of the financial assurance required for the project will be retained until the plan and designation are submitted.

Maintenance

Subsection 3.7 of Rule J requires the submission of 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.

- J1. Permit applicant must provide a draft maintenance plan and declaration. Once approved by RPBCWD, the Applicant must record a maintenance declaration and provide proof of recordation to RPBCWD.

Rule L: Permit Fee:

Fees for the project are:

Rule C & J \$1,500

Rule M: Financial Assurance:

Rules C: Perimeter Control: 335 L.F. x \$2.50/L.F. = \$835

Restoration: 0.70 acres x \$2,500/acre = \$1,750

Rules J: Proprietary Underground System

and Infiltration Trench 125% engineer’s opinion of cost = \$112,500

Chloride management plan and certified-applicator designation \$5,000

Contingency (10%) \$11,250

Administration (30%) \$37,125

Total Financial Assurance \$165,875

Applicable General Requirements:

1. The RPBCWD Administrator 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.

Findings

1. The proposed project includes the information necessary, plan sheets and erosion control plan for review.
2. The proposed project will conform to Rule C and Rule J if the rule specific permit conditions listed above are met.

Recommendation:

Approval, contingent upon the following conditions:

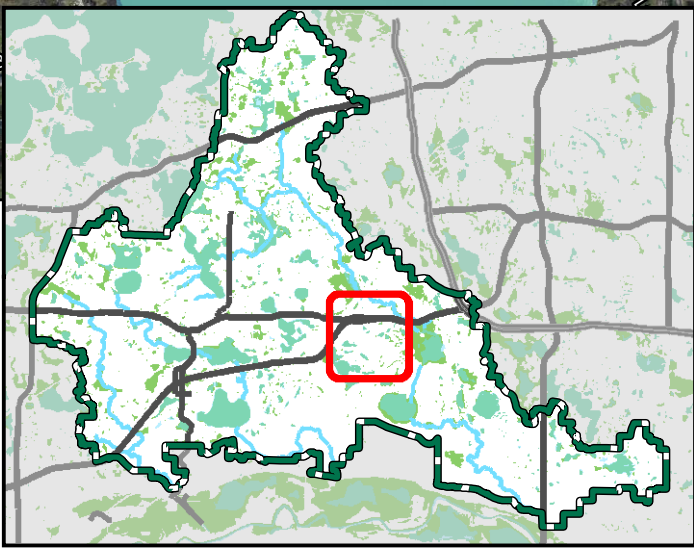
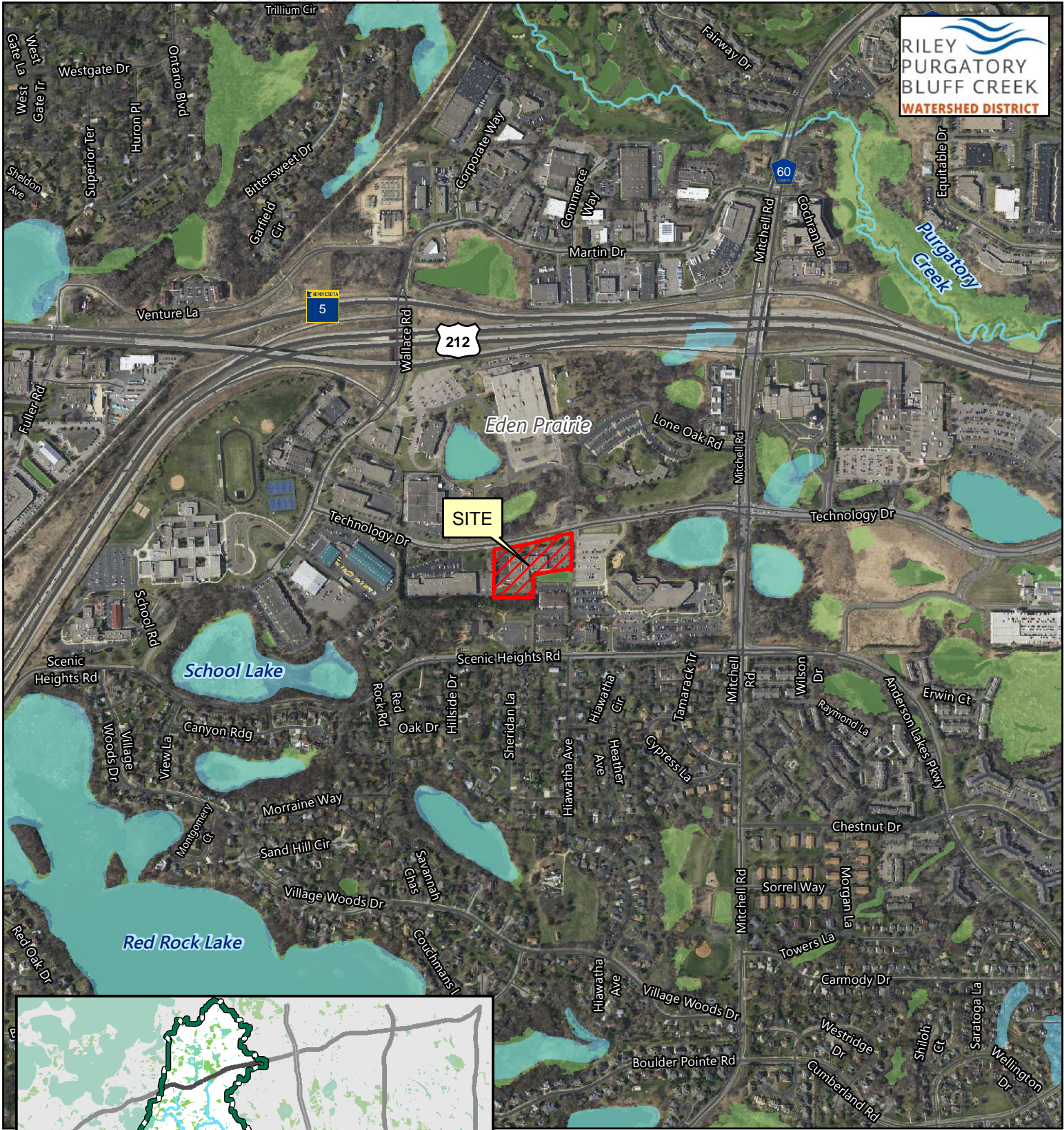
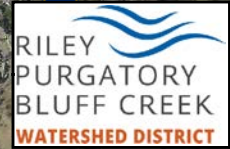
1. Continued compliance with General Requirements.
2. The Applicant must provide the name and contact information of the individual responsible for erosion and sediment control at the site. RPBCWD must be notified if the responsible party changes during the permit term.
3. The Applicant has provided an inspection and maintenance plan for the stormwater facility. A maintenance agreement covering stormwater management facilities will be required. The

Applicant must provide a draft maintenance declaration to the District for review and approval and proof of recordation after approval.

4. Submission of a financial assurance of \$165,875.

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. For the release of \$5,000 of the required financial assurance, paragraph 3.8 of the Stormwater Management Rule requires submission of a plan for post-project management of chloride use on the site as described above for approval by the district administrator.



Permit Location Map



Feet



DRISTEEM WAREHOUSE EXPANSION
Permit 2018-068
Riley Purgatory Bluff Creek
Watershed District

| NO. | DESCRIPTION |
|-----|---------------------------|
| 1 | CONSTRUCTION SET 12/05/18 |

Number of sheets: 3 (this is sheet 1 of 3). Each sheet of a project was prepared by a registered professional engineer or architect. This project was prepared under the name of the firm of POPE ARCHITECTS, INC. under the license of the State of Minnesota. I hereby certify that I am a duly licensed professional engineer or architect in the State of Minnesota. I am duly licensed under the name of POPE ARCHITECTS, INC. License No. 110007458.

PAUL M. POPE
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 110007458
 STATE OF MINNESOTA

Commission: No. SDBMATEK 40678
 Drawn by: SDBMATEK ARCHITECTS
 Checked by: SDBMATEK ARCHITECTS
 SHEET

LEGEND

| | |
|----------------|----------------|
| IMPROVED DRIVE | CONCRETE DRIVE |
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DEVELOPMENT SUMMARY

| | |
|---------------------------|-----------|
| TOTAL BAY AREA | 12,000 SF |
| TOTAL EXISTING BAY AREA | 42,000 SF |
| TOTAL BAY AREA | 54,000 SF |
| TOTAL FLOOR AREA | 54,000 SF |
| TOTAL EXISTING FLOOR AREA | 42,000 SF |
| TOTAL FLOOR AREA | 54,000 SF |

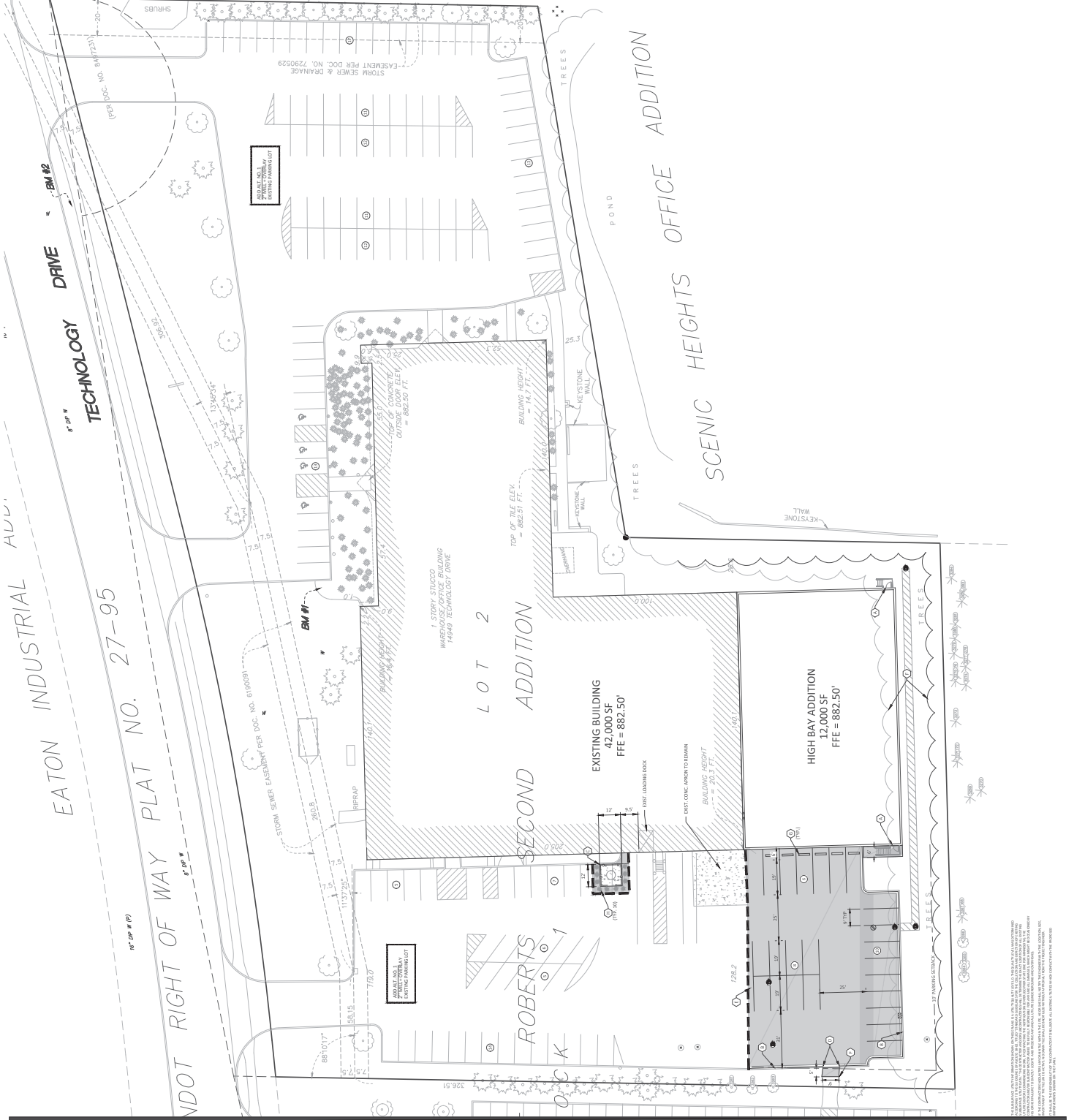
PARKING SUMMARY

| | |
|----------------------|------------------------|
| MAINTENANCE VEHICLES | 11,000 SF (15 SPACES) |
| OFFICE | 1,000 SF (10 SPACES) |
| WAREHOUSE | 40,000 SF (400 SPACES) |
| TOTAL | 52,000 SF (450 SPACES) |

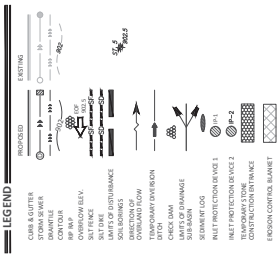
- KEY NOTES**
1. ALL CONCRETE SHALL BE REINFORCED WITH #4 BARS.
 2. ALL CONCRETE SHALL BE PLACED TO FACE OF CURB LINES.
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THESE PLANS AND SPECIFICATIONS FOR THIS PROJECT HAVE BEEN PREPARED BY POPE ARCHITECTS, INC. AS AN INDIVIDUAL SERVICE TO THE CLIENT. POPE ARCHITECTS, INC. DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THESE PLANS AND SPECIFICATIONS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY SURVEYING INFORMATION. POPE ARCHITECTS, INC. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE USE OF THESE PLANS AND SPECIFICATIONS. POPE ARCHITECTS, INC. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE USE OF THESE PLANS AND SPECIFICATIONS.



SEQUENCE OF CONSTRUCTION

- PHASE I:
 - PREPARE TEMPORARY PARKING AND STORAGE AREA.
 - INSTALL PERIMETER SEDIMENT LOGS & SILT FENCE.
 - PROTECT EXISTING AND NEW UTILITIES FROM EXCAVATION.
 - STRUCTURES.
 - BEGIN REMOVAL & GRADING THE SITE.
- PHASE II:
 - EXCAVATE SWALES & CURBS AND GUTTERS.
 - INSTALL SLOPE PROTECTION AND ALL STORM SEWER STRUCTURES.
 - INSTALL SLOPE PROTECTION DEVICES.
 - INSTALL PERIMETER SEDIMENT CONTROL SYSTEMS & PAINTING.
- REMOVE ALL TEMPORARY PARKING AND SEDIMENT CONTROL DEVICES ONLY IF SITE IS STABILIZED, AS SPECIFIED IN THE CONTRACT.

GENERAL EROSION NOTES

- CONSTRUCTION SHALL BE CONFINED TO THE DISTURBED AREA. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
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MAINTENANCE NOTES

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STANDARD EROSION CONTROL NOTES FOR RPBWID DEVELOPMENT REVIEWS:

- CONSTRUCTION SHALL BE CONFINED TO THE DISTURBED AREA. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
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RECONSTRUCTION AREA SUMMARY

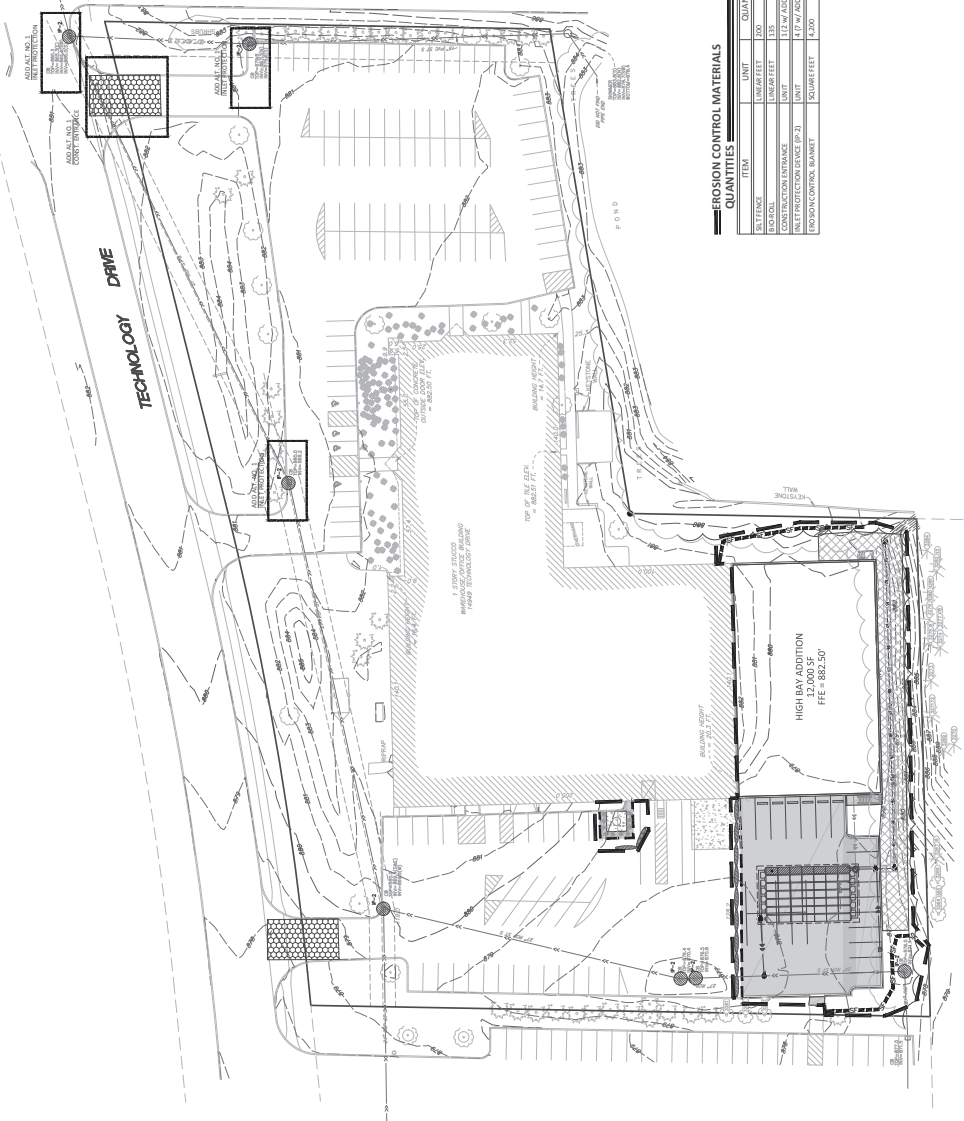
| | |
|---------------------------|-------------|
| TOTAL DISTURBED | 1,012 ACRES |
| ROADS | 10.1 ACRES |
| CONSTRUCTION IMPROVEMENTS | 1.0 ACRES |
| TOTAL | 1,023 ACRES |

MILL & OVERLAY AREA SUMMARY

| | |
|----------|-------------|
| PAVEMENT | 1,012 ACRES |
| PAVEMENT | 10.1 ACRES |
| TOTAL | 1,023 ACRES |

EROSION CONTROL MATERIALS QUANTITIES

| ITEM | UNIT | QUANTITY |
|-----------------------------|-------------|--------------------|
| SILT FENCE | LINEAR FEET | 200 |
| CONSTRUCTION ENTRANCE | LINEAR FEET | 113 W/ 48" X 4" #3 |
| CONSTRUCTION ENTRANCE (P-2) | LINEAR FEET | 417 W/ 48" X 4" #3 |
| EROSION CONTROL BARRETT | SQUARE FEET | 4,300 |



THIS PLAN AND ALL INFORMATION HEREON IS THE PROPERTY OF POPE ARCHITECTS, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS PLAN OR INFORMATION HEREON IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF POPE ARCHITECTS, INC. THE USER OF THIS PLAN AND ALL INFORMATION HEREON IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. POPE ARCHITECTS, INC. ACCEPTS NO LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS PLAN AND ALL INFORMATION HEREON. THE USER OF THIS PLAN AND ALL INFORMATION HEREON IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. POPE ARCHITECTS, INC. ACCEPTS NO LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS PLAN AND ALL INFORMATION HEREON.

| No. | Description | Date |
|-----|-------------|------|
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Notes:
1. See notes on drawings for materials and quantities.
2. All materials shall be installed in accordance with the manufacturer's instructions.
3. All work shall be done in accordance with the applicable codes and standards.
4. All work shall be done in accordance with the applicable codes and standards.
5. All work shall be done in accordance with the applicable codes and standards.
6. All work shall be done in accordance with the applicable codes and standards.
7. All work shall be done in accordance with the applicable codes and standards.
8. All work shall be done in accordance with the applicable codes and standards.
9. All work shall be done in accordance with the applicable codes and standards.
10. All work shall be done in accordance with the applicable codes and standards.

Commission: No. **SAMBATTEK 0670**
Drawn by: **DL**
Checked by: **PH**
Date: **11/20/18**

CORRUGATED HDPEPP BELL GRAVITY APPLICATIONS

GENERAL NOTES:
1. ALL END ACCEPTED CORRUGATED GRAVITY BELL APPLICATIONS SHALL BE MANUFACTURED BY NYLOBLAST.
2. ALL GRAVITY BELL APPLICATIONS SHALL BE MANUFACTURED BY NYLOBLAST.
3. ALL GRAVITY BELL APPLICATIONS SHALL BE MANUFACTURED BY NYLOBLAST.

PART NAME:
HDPEPP BELL GRAVITY APPLICATION

REVISIONS:
1. 11/20/18 (DL) - INITIAL ISSUE

MATERIALS:
PVC 200 IN ASTM D2688
SCHEDULE 80 PIPE
ASTM FAST

INSTALLATION:
1. SEE DRAWING FOR DIMENSIONS AND DETAILS.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

NYLOBLAST SPECIFICATIONS:
1. ALL NYLOBLAST PRODUCTS SHALL BE MANUFACTURED BY NYLOBLAST.
2. ALL NYLOBLAST PRODUCTS SHALL BE MANUFACTURED BY NYLOBLAST.

NYLOBLAST

GENERAL NOTES:
1. ALL NYLOBLAST PRODUCTS SHALL BE MANUFACTURED BY NYLOBLAST.
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Section 771 Engineered Surface Drainage Products

GENERAL:
1. ALL SURFACE DRAINAGE PRODUCTS SHALL BE MANUFACTURED BY NYLOBLAST.
2. ALL SURFACE DRAINAGE PRODUCTS SHALL BE MANUFACTURED BY NYLOBLAST.

NYLOBLAST SPECIFICATIONS:
1. ALL NYLOBLAST PRODUCTS SHALL BE MANUFACTURED BY NYLOBLAST.
2. ALL NYLOBLAST PRODUCTS SHALL BE MANUFACTURED BY NYLOBLAST.

NYLOBLAST DRAIN BASIN WITH SOLID COVER

GENERAL NOTES:
1. ALL NYLOBLAST DRAIN BASINS SHALL BE MANUFACTURED BY NYLOBLAST.
2. ALL NYLOBLAST DRAIN BASINS SHALL BE MANUFACTURED BY NYLOBLAST.

NYLOBLAST SPECIFICATIONS:
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NYLOBLAST

GENERAL NOTES:
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Section 771 Non-Traffic Installation

GENERAL NOTES:
1. ALL NYLOBLAST DRAIN BASINS SHALL BE MANUFACTURED BY NYLOBLAST.
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2. ALL NYLOBLAST PRODUCTS SHALL BE MANUFACTURED BY NYLOBLAST.

Thursday, December 13, 2018

Re: BWSR Grant Agreement

Dear Managers,

Please find attached Clean Water Grant Agreement in the amount of with the Board of Water and Soil Resources.

This grant is for the following Grant Programs :

| | | |
|----------|---|-----------|
| P19-3276 | 2019 - Watershed Based Funding Metro (Riley-Purgatory-Bluff Creek WD) | \$410,879 |
|----------|---|-----------|

Total Grant Awarded: \$410,879

The agreement includes three grants. The following table breaks down the three grants:

| Grant | Dollar | Match | Partners |
|---|-----------|-------|--|
| Carver County Wetland Restoration at Pioneer | \$111,870 | 10% | CCSWCD City of Chanhassen MN DNR |
| Hennepin County Chloride Initiative | \$101,800 | 10% | All WMO, WC and WDs in Hennepin County Hennepin County |
| Lower Minnesota River Chloride Cost-Share Program | \$197,209 | 10% | Lower Minnesota Watershed District Nine Mile Creek Watershed District Richfield-Bloomington Water Management Organization |

- Carver County Wetland Restoration is the wetland restoration and flood mitigation project along Pioneer Trail. The project will restore 7 acres of wetland, remove 3 homes from floodplain.
- Hennepin County Chloride Initiative is to develop and implement a plan to target commercial and association-based sources of chloride pollution - businesses, malls, HOAs, property management companies and the private applicators that they hire.
- The Lower Minnesota Cost-Share program that will provide grants to applicators to retrofit equipment to use efficient technology to maintain sidewalks and roads.



Claire Bleser, District Administrator

Recommended Motion: Manager _____ and seconded by Manager _____ to authorize Administrator Bleser to execute grant agreement with BWSR in the amount of **\$410,879**.

**FY 2019 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
WATERSHED BASED FUNDING GRANTS PROGRAM
GRANT AGREEMENT**

| | | | |
|----------------|------------|-------------------|--|
| Vendor: | 0000201936 | VN#: | |
| PO#: | 3000009681 | Date Paid: | |

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Riley-Purgatory-Bluff Creek WD, 14500 Martin Drive Eden Prairie Minnesota 55344** (Grantee).

| | | |
|--|---|-----------|
| <i>This grant is for the following Grant Programs :</i> | | |
| P19-3276 | 2019 - Watershed Based Funding Metro (Riley-Purgatory-Bluff Creek WD) | \$410,879 |

Total Grant Awarded: \$410,879

Recitals

1. The Laws of Minnesota 2017, Chapter 91, Article 2, Section 7 (a), appropriated Clean Water Funds (CWF) to the Board for the FY 2019 Watershed-based Funding Pilot Program.
2. The Board adopted the Clean Water Fund Watershed-based Funding Pilot Program Policy and authorized the Watershed-based Funding Pilot Program Grants through Board Resolution 17-96.
3. The Board adopted Board Resolution 17-96 to allocate funds for the FY 2019 Watershed-based Funding Pilot Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE Claire Bleser, District Administrator
ADDRESS 18681 Lake Drive East
CITY Chanhassen, MN 55317
TELEPHONE NUMBER 952-607-6512

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. Term of Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The State's Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
- 1.2. **Expiration date:** December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 18. Intellectual Property Rights.

2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting of expenditures by June 30 of each year.
 - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2022 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.** The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Terms of Payment.

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.
- 4.5. This grant includes an advance payment of 50 percent of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.** All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2018 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration Manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

6. Assignment, Amendments, and Waiver.

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant 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 Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendment to this Grant 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 Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

- 6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
7. **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.
8. **State Audits.** Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
9. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, 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 Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
10. **Workers' Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
11. **Publicity and Endorsement.**
- 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.
- 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Grant 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.
13. **Termination.**
- 13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 13.3. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

- 15. Prevailing Wage.** It is the responsibility of the Grantee or contractor to pay prevailing wages for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.
- 16. Municipal Contracting Law.** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- 17. Constitutional Compliance.** It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.
- 18. Signage.** It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.
- 19. Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. 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 Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." 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 Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Riley-Purgatory-Bluff Creek WD

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____