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
Chanhassen

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
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

<table>
<thead>
<tr>
<th>Rule</th>
<th>Issue</th>
<th>Conforms to RBPCWD Rules?</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Erosion Control Plan</td>
<td>See comment</td>
<td>See Rule Specific Permit Condition C1.</td>
</tr>
<tr>
<td>J</td>
<td>Stormwater Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rate</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Volume</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Water Quality</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Low Floor Elev.</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maintenance</td>
<td>See comment</td>
<td>See Rule Specific Permit Condition J1.</td>
</tr>
<tr>
<td>L</td>
<td>Permit Fee</td>
<td>Yes</td>
<td>$1500</td>
</tr>
<tr>
<td>M</td>
<td>Financial Assurance</td>
<td>See comment</td>
<td>$165,875</td>
</tr>
</tbody>
</table>

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:
   - 1.77 acres (59,547 square feet) mill & overlay
   - 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 impervious surfaces.

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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.

<table>
<thead>
<tr>
<th>Modeled Discharge Location</th>
<th>2-Year Discharge (cfs)</th>
<th>10-Year Discharge (cfs)</th>
<th>100-Year Discharge (cfs)</th>
<th>10-Day Snowmelt (cfs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>East (P4)</td>
<td>0.09</td>
<td>0.19</td>
<td>0.39</td>
<td>0.05</td>
</tr>
<tr>
<td>West (Parking)</td>
<td>4.11</td>
<td>8.47</td>
<td>17.61</td>
<td>4.23</td>
</tr>
</tbody>
</table>

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.
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.

<table>
<thead>
<tr>
<th>Pollutant of Interest</th>
<th>Regulated Site Loading (lbs/yr)</th>
<th>Required Load Removal (lbs/yr)</th>
<th>Provided Load Reduction (lbs/yr)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Suspended Solids (TSS)</td>
<td>154.3</td>
<td>138.9 (90%)</td>
<td>142.7 (93%)</td>
</tr>
<tr>
<td>Total Phosphorus (TP)</td>
<td>0.849</td>
<td>0.509 (60%)</td>
<td>0.786 (93%)</td>
</tr>
</tbody>
</table>

1 Required 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.

<table>
<thead>
<tr>
<th>Location Riparian to Stormwater Facility</th>
<th>Low Floor Elevation of Building (feet)</th>
<th>100-year Event Flood Elevation of Adjacent Stormwater Facility (feet)</th>
<th>Freeboard (feet)</th>
<th>Provided Distance Between Building and Adjacent Stormwater Feature (feet)</th>
<th>Required Separation to Groundwater based on Appndx J, Plot 1 (feet)</th>
<th>Provided Separation to Groundwater based on Appndx J, Plot 1 (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infiltration Trench</td>
<td>882.5</td>
<td>875.49</td>
<td>7.01</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Underground System</td>
<td>882.5</td>
<td>873.11</td>
<td>9.39</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

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

DRISTEEM WAREHOUSE EXPANSION
Permit 2018-068
Riley Purgatory Bluff Creek Watershed District
1. DEMOLITION NOTES ARE NOT COMPREHENSIVE. CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION TO OBTAIN A CLEAR UNDERSTANDING OF THE INTENDED SCOPE OF WORK.

2. THE EXISTING CONDITIONS SHOWN ON THIS PLAN ARE BASED UPON ALTA AND TOPOGRAPHIC MAPPING PREPARED BY SUNDE LAND SURVEYING DATED 08-01-2018. IF CONTRACTOR DOES NOT AGREE TO THE EXISTING CONDITIONS SHOWN ON THIS PLAN OR IF CONTRACTOR WANTS TO SUBMIT A CONTESTED PLAN TO THE OWNER FOR REVIEW.

3. THE CONTRACTOR IS RESPONSIBLE FOR DEMOLITION, REMOVAL, AND DISPOSING IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES AND IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND/OR GEOTECHNICAL ENGINEER.

4. CLEARING AND GRUBBING: CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.

5. CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO REMOVAL AND/OR RELOCATION OF UTILITIES. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANIES' FORCES AND ANY FEES WHICH ARE TO BE PAID TO UTILITY COMPANIES FOR SERVICES. CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.

6. CONTRACTOR IS SPECIFICALLY CAUTIONED THAT LOCATIONS OF EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM INFORMATION AVAILABLE TO THE ENGINEER. ENGINEER ASSUMES NO RESPONSIBILITY FOR THE UTILITY MAPPING ACCURACY. PRIOR TO START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES 48 HOURS PRIOR TO ANY EXCAVATION FOR ON-SITE LOCATIONS OF EXISTING UTILITIES. THE LOCATIONS OF UTILITIES SHALL BE OBTAINED BY THE CONTRACTOR BY CALLING MINNESOTA GOPHER STATE ONE CALL AT 800-252-1166 OR 651-454-0002.

7. CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO REMOVAL AND/OR RELOCATION OF UTILITIES. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANIES' FORCES AND ANY FEES WHICH ARE TO BE PAID TO UTILITY COMPANIES FOR SERVICES. CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.

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9. CLEARING AND GRUBBING: CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.

10. CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO REMOVAL AND/OR RELOCATION OF UTILITIES. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANIES' FORCES AND ANY FEES WHICH ARE TO BE PAID TO UTILITY COMPANIES FOR SERVICES. CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.

11. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, AND OTHER MEANS AS REASONABLE NECESSITY. CONTRACTOR MUST NOTIFY THE LOCAL POLICE AUTHORITY OR THE LOCAL POLICE DEPARTMENT OF ANY PROPOSED DANGEROUS CONSTRUCTION ACTIVITY PRIOR TO COMMENCEMENT.

12. CONTRACTOR SHALL NOTIFY THE FIRE DEPARTMENT OF ANY PROPOSED DANGEROUS CONSTRUCTION ACTIVITY PRIOR TO COMMENCEMENT.

13. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED AND MAINTAINED AS PER THE ENGINEER'S SPECIFICATIONS.

14. CONTRACTOR SHALL REMOVE AND/or RELOCATE ANY AND ALL EXISTING UTILITIES, INCLUDING WATER, SEWER, GAS, TELEPHONE, AND ELECTRIC LINES. CONTRACTOR IS REQUIRED TO NOTIFY THE LOCAL UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

15. CONTRACTOR TO PROTECT EXISTING FEATURES WHICH ARE TO REMAIN. DAMAGE TO ANY EXISTING FEATURES WHICH ARE TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.

16. ABANDON OR REMOVE ALL SANITARY, WATER AND STORM SERVICES PER CITY STANDARDS.

17. CONTRACTOR SHALL PREPARE AND SUBMIT TO THE GOVERNING AUTHORITY A TRAFFIC AND/OR PEDESTRIAN TRAFFIC PLAN PER CITY/COUNTY/STATE STANDARDS TO BE APPROVED BY THE GOVERNING AUTHORITY.
CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT"

EXISTING PROPOSED

PROPERTY LIMIT
EASEMENT
BUILDING
RETAINING WALL
CONCRETE SIDEWALK
WETLAND LIMITS
TREELINE
SAWCUT LINE
SIGN

NUMBER OF PARKING STALLS PER ROW

KEY NOTE

DEVELOPMENT SUMMARY

TOTAL PARCEL AREAS
187,749 SF 4.31 AC
TOTAL PARCEL IMPERVIOUS AREA (POST-IMPROVEMENTS)
127,992 SF   2.93 AC
108,132 SF   2.47 AC
TOTAL PARCEL IMPERVIOUS AREA (PRE-IMPROVEMENTS)
20,204 SF   0.47 AC
NEW & RECONSTRUCTED IMPERVIOUS AREA
19.0%

PERCENT (%) OF DISTURBED IMPERVIOUS AREA RELATIVE TO TOTAL PARCEL IMPERVIOUS AREA (PRE-IMPROVEMENTS)

EXISTING IMPERVIOUS AREAS

BUILDING
36,360 SF   0.83 AC
EAST PARKING LOT
3,152 SF   0.07 AC
WEST PARKING LOT
108,132 SF   2.47 AC
SIDEWALKS AND MISC. EQUIPMENT PADS
TOTAL
54,000 SF   1.24 AC

BUILDING (INCLUDING ADDITION)
36,360 SF   0.83 AC
EAST PARKING LOT
23,187 SF   0.53 AC
WEST PARKING LOT (INCLUDING EXPANSION)
3,152 SF   0.07 AC
SIDEWALKS AND MISC. EQUIPMENT PADS
TOTAL
127,992 SF   2.93 AC
TOTAL
127,992 SF   2.93 AC

BUILDING ADDITION
54,000 SF   1.24 AC
WEST PARKING LOT EXPANSION
7,860 SF   0.18 AC
EXISTING WEST PARKING RECONSTRUCTED FOR ARGON TANK PAD
2'' MILL + OVERLAY
EXISTING PARKING LOT
2'' MILL + OVERLAY AREA
36,360 SF   0.83 AC
EAST PARKING LOT
23,187 SF   0.53 AC
59,547 SF   1.36 AC
WEST PARKING LOT
TOTAL
42,000 SF   0.96 AC
BUILDING AREA
EXISTING BUILDING AREA
12,000 SF   0.28 AC
ONE STORY WAREHOUSE EXPANSION
54,000 SF   1.24 AC
TOTAL PROPOSED BUILDING AREA
56,325 SF

MAX F.A.R. (0.3)
54,000 SF
TOTAL PROPOSED BUILDING AREA

14949 TECHNOLOGY DRIVE,
EDEN PRAIRIE, MN 55344

ZONING
INDUSTRIAL PARK (2 AC. MIN.)

BUILDING SETBACKS
20 FEET
FRONT/R.O.W. YARD
SIDE YARD
REAR YARD
10 FEET
PARKING SETBACKS
ADD ALT. NO. 1
SIDE/REAR LOT LINE
2'' MILL + OVERLAY
EXISTING PARKING LOT
PARKING REQUIRED
OFFICE                         13,500 S.F. (5 SPACES / 1,000 S.F.)                =  68
MANUFACTURING     24,500 S.F. (3 SPACES / 1,000 S.F.)                =  74
WAREHOUSE               16,000 S.F. (0.5 SPACES / 1,000 S.F.)            =  8
TOTAL PARKING PROVIDED                                                                           =  151 STALLS
PARKING PROVIDED
EXISTING WEST LOT                                                                                          38 STALLS
EXISTING EAST LOT                                                                                           89 STALLS
PROPOSED SOUTHWEST EXPANSION                                                            24 STALLS
TOTAL                                                                                                                151 STALLS

KEY NOTES
A. PLATFORM STAIRS (SEE ARCHITECTURAL PLANS)
B. B-612 CONCRETE CURB AND GUTTER
C. EXTERIOR ARGON TANK
D. FLUSH CONCRETE CURBE. CONNECT AND MATCH EXISTING PAVEMENT
F. REMOVE EXISTING TREES AS NECESSARY FOR BUILDING ADDITION
CONSTRUCTION. PROTECT TREES BEYOND DISTURBANCE LIMITS. ADHERE TO
TREE PRESERVATION PLAN (L1.03)
G. PRECAST WHEEL STOP
H. CONCRETE BOLLARD

DEVELOPMENT NOTES
1. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
2. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB TO FACE OF CURB UNLESS
OTHERWISE NOTED.
3. WHERE WATER DRAINS AWAY FROM CURB.  ALL OTHER AREAS SHALL BE
CONSTRUCTED AS "GUTTER IN" CURB. COORDINATE WITH GRADING CONTRACTOR.
4. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND
DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT
BUILDING UTILITY ENTRANCE LOCATIONS.

SHEET
ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING
SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING
UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE
CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY
HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED

supervision  and that I am a duly licensed
professional ENGINEER under the laws of the state
of Minnesota.
PETER S. MOREAU
Date: 11/05/2018
Registration No.
If applicable, contact us for a wet signed copy of this
plan which is available upon request at Sambatek's,
Minnetonka, MN office.
1. Proposed contours are to finished surface elevation. Spot elevations along proposed curb denote gutter grade.

5% (1:20), except at curb ramps (1:12), and a maximum cross slope of 2.08% (1:48). Maximum placing concrete or bituminous. Contractor shall notify the engineer immediately if there is a discrepancy between the gradient in the field versus the design gradient. Coordinate all work with paving contractor.

5. Safety notice to contractors: In accordance with generally accepted construction requirements will apply continuously and not be limited to normal working hours. The duty of the engineer or the developer to conduct construction review of the contractor's requirements of the owner's soils engineer. All soil testing shall be completed by the owner's soils engineer. Contractor shall be responsible for coordinating all required soil tests and inspections with the soils engineer.

8. Prior to placement of the aggregate base, a test roll shall be performed on the street and shall be completed in accordance with the requirements of the soils engineer.

10. Contractor shall be responsible for providing and maintaining vehicular and pedestrian lights to control the movement of traffic where necessary. Traffic control devices shall be provided and shall be in accordance with the requirements of the soils engineer.

11. Contractor shall subgrade cut areas, where turf is to be established, to a depth of 6 inches. Reseal topsoil in areas where turf is to be established to a minimum depth of 6 inches.

14. Finished grading shall be completed, contractor shall uniformly grade areas within limits of grading, including adjacent transition areas. Provide a smooth finished surface to minimize erosion. Repair all areas that have become rutted, eroded or have settled below the correct grade. All areas disturbed by the contractor's operations shall be restored to equal or better than original condition or to the requirements of the new work.

15. Tolerances
   a. The commercial building subgrade finished surface elevation shall not vary by more than 0.10 foot above, or 0.10 foot below, the prescribed elevation at any point.
   b. The nearest commercial building subgrade centerline elevation shall not vary by more than 0.05 foot above, or 0.10 foot below, the prescribed elevation of any point.

16. Contractor shall transport all excess soil material off the site to an area selected by the engineer.

17. Contractor shall determine the location of any haul roads that may be required to comply with all conditions which are required by each governing authority of each roadway.

18. Fill placed within the building pad areas shall be in conformance with HUD/FHA or till the soils if required by the soils engineer.

19. If applicable, contact us for a wet signed copy of this plan which is available upon request at Sambatek's Minnetonka, MN office.

20. Key notes:
   a. No trees shall be removed without authorization by the soils engineer.
   b. Equipment shall not needlessly be operated during the construction of the project. Contractor shall operate equipment in a manner that will not damage the surrounding area.
   c. Contractor shall protect trees to remain at all times. Equipment shall not needlessly be operated during the construction of the project. Contractor shall cooperate to ensure the protection of trees.
   d. Erosion control plans shall be implemented to prevent soil erosion. Contract shall be responsible for the implementation of erosion control plans.
   e. Final grading shall be completed, contractor shall uniformly grade areas within limits of grading, including adjacent transition areas. Provide a smooth finished surface to minimize erosion. Repair all areas that have become rutted, eroded or have settled below the correct grade. All areas disturbed by the contractor's operations shall be restored to equal or better than original condition or to the requirements of the new work.
   f. Contract shall be responsible for the implementation of erosion control plans.
GENERAL EROSION CONTROL NOTES:
1. IN PROGRESS PAVING OR BACKFILLING MUST BE COMPLETED, ROLLED, AND SETTLED PRIOR TO THE INSTALLATION OF THE CURB AND GUTTER.
2. CDBG FUNDING CONDITIONS: ON-PREMISES REPLACEMENT OF STORM SEWER INSTRUMENTS AND LOCATION FOR ALL EXISTING STORM SEWER STRUCTURES.
3. KILLING OF ANY EXISTING UPLAND PLANT SPECIES WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
4. CONTRACTOR IS RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMPS, AS WELL AS ALL EROSION PREVENTION AND STABILIZATION.
5. THE PERMITTEE MUST, AT A MINIMUM, INSPECT, MAINTAIN AND REPAIR ALL DISTURBED SURFACES AND ALL EROSION AND SEDIMENT CONTROL FACILITIES AND SOIL STABILIZATION MEASURES.
6. NATIVE TOPOGRAPHY AND SOIL CONDITIONS MUST BE PROTECTED, INCLUDING RETENTION ONSITE OF NATIVE TOPSOIL TO THE GREATEST EXTENT POSSIBLE.
7. THE EROSION CONTROL PLAN MUST INCLUDE THE FOLLOWING NOTES:
   a. NATURAL TOPOGRAPHY AND SOIL CONDITIONS MUST BE PROTECTED, INCLUDING RETENTION ONSITE OF NATIVE TOPSOIL TO THE GREATEST EXTENT POSSIBLE.
   b. ALL LIQUID AND SOLID WASTES GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER.
   c. ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 7 CALENDAR DAYS AFTER LAND-DISTURBING WORK HAS TEMPORARILY OR PERMANENTLY CEASED ON A PROPERTY THAT DRAINS TO AN IMPAIRED WATER, WITHIN 14 DAYS ELSEWHERE.
   d. ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 7 CALENDAR DAYS AFTER LAND-DISTURBING WORK HAS TEMPORARILY OR PERMANENTLY CEASED ON A PROPERTY THAT DRAINS TO AN IMPAIRED WATER, WITHIN 14 DAYS ELSEWHERE.
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   E. ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 7 CALENDAR D
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

Date: 11/05/2018

SHEET 14949 TECHNOLOGY DRIVE, EDEN PRAIRIE, MN 55344
Thursday, December 13, 2018

Re: BWSR Grant Agreement

Dear Managers,

Please find attached Clean Water Grant Agreement in the amount of $410,879 with the Board of Water and Soil Resources.

This grant is for the following Grant Programs:

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

Total Grant Awarded: $410,879

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

This grant is for the following Grant Programs:

<table>
<thead>
<tr>
<th>Program ID</th>
<th>Program Description</th>
<th>Grant Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P19-3276</td>
<td>2019 - Watershed Based Funding Metro (Riley-Purgatory-Bluff Creek WD)</td>
<td>$410,879</td>
</tr>
</tbody>
</table>

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: 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.
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. 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: _________________________________________  By: _________________________________________
    (print)                                       (print)

___________________________________________  ____________________________________________
    (signature)                                (signature)

Title: _________________________________________  Title: _________________________________________

Date: _________________________________________  Date: _________________________________________