

**RESOLUTION NO. 22-022**  
**Riley-Purgatory-Bluff Creek Watershed District**  
**Board of Managers**

**Authorizing execution of cost-share agreement  
with City of Chanhassen**

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

**WHEREAS** Riley-Purgatory-Bluff Creek Watershed District's 2018 10-Year Watershed Management Plan identifies groundwater protection as an issue (subsection 2.3.6.2), and subsection 3.2.6.3 sets a goal for RPBCWD of promoting sustainable management of groundwater resources;

**WHEREAS** the RPBCWD plan creates a cost-share program and includes collaboration with watershed cities to encourage groundwater conservation practices among the strategies supported by the program;

**WHEREAS** at its January 2020 meeting the RPBCWD Board of Managers authorized the dedication in the RPBCWD budget of funds for an RPBCWD groundwater conservation program, including \$120,000 to provide matching funds to watershed cities for the Metropolitan Council's Water Efficiency grant program, which provided funding for city efforts to reduce groundwater use;

**WHEREAS** as part of implementation of the RPBCWD groundwater conservation program, the RPBCWD administrator entered into an April 30, 2020, cost-share agreement with the City of Chanhassen that committed to RPBCWD reimbursement of 75 percent of the city's groundwater-conservation program costs, not to exceed \$5,558, however, Chanhassen did not timely complete the work to qualify for the reimbursement and RPBCWD issued no reimbursement;

**WHEREAS** Chanhassen has requested that RPBCWD reinstate the cost-share support to apply \$15,058 to a scope of groundwater-conservation work, providing water-saving sprinklers and irrigation controls, to be implemented on Chanhassen-owned property (the Project); and

**WHEREAS** RPBCWD staff and administrator have reviewed the renewed request and have determined that such RPBCWD contribution is consistent with and would contribute to the realization of RPBCWD's groundwater-conservation goals.

**NOW THEREFORE BE IT RESOLVED** that the RPBCWD Board of Managers approves up to 75 percent of the costs of the Project, not to exceed \$15,058 and authorizes the president, with advice of counsel, to execute the attached cost-share agreement with the City of Chanhassen.

The question was on the adoption of the resolution and there were \_\_\_\_ yeas and \_\_\_\_ nays as follows:

Yea                      Nay                      Abstain                      Absent

CRAFTON  
KOCH  
PEDERSEN  
WARD  
ZIEGLER

Upon vote, the president declared the resolution \_\_\_\_\_ on this 2<sup>d</sup> day of March, 2022.

\* \* \* \* \*

I, Dorothy Pedersen, secretary of the Riley-Purgatory-Bluff Creek Watershed District, hereby certifies that I have compared the above resolution with the original thereof as the same appears of record and on file with RPBCWD and find the same to be a true and correct transcription thereof, and further that the resolution is in full force and effect on this date, and Resolution 22-022 has not been modified, amended or rescinded since its adoption.

IN TESTIMONY WHEREOF, I set my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Dorothy Pedersen, Secretary

**Exhibit A**  
**Cost-Share Funding Agreement**  
**Riley Purgatory Bluff Creek Watershed District and**  
**City of Chanhassen**

DRAFT

**Riley-Purgatory-Bluff Creek Watershed District and  
City of Chanhassen**

**Groundwater Conservation Cost-Share Funding agreement**

The parties to this grant agreement are Riley-Purgatory-Bluff Creek Watershed District, a public body with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D (RPBCWD), and the City of Chanhassen, a governmental subdivision and body corporate and politic of the State of Minnesota (Chanhassen). The purpose of this agreement is to provide funding assistance for a groundwater-conservation program demonstrating options to reduce demand on groundwater resources.

RPBCWD has determined that it will contribute grant funding for the purchase of water-efficient technology to demonstrate reduction in impact on groundwater resources. RPBCWD commits to reimburse Chanhassen in accordance with the terms and on satisfaction of the conditions of this agreement.

1. Scope of Work

Chanhassen will provide for purchase and installation of water-efficient irrigation equipment in accordance with the program design and budget document attached to and incorporated into this agreement as Exhibit A (the Project). Project costs eligible for reimbursement under this agreement include only costs of the purchase of equipment and technology as described in Exhibit A (Eligible Costs). In the event of conflict or disparity between a term or terms of this agreement and Exhibit A, the language in this agreement will prevail.

Chanhassen will submit to RPBCWD reports that include receipts documenting Eligible Costs incurred and a description of activities undertaken to demonstrate water conservation, including but not limited to calculations of groundwater savings (Project Report). A Project Report must be submitted to RPBCWD on or before July 31, 2022, and a final Project Report must be submitted within 30 days of project closeout. Eligible Costs must be incurred and the Project close-out must occur no later than November 30, 2022.

Chanhassen will maintain a copy of Project records for six years after Project closeout. RPBCWD may examine, audit or copy any such records on reasonable notice to Chanhassen.

2. Contractor

Chanhassen will select supplier(s) and contractor(s) for the Project and implement the Project in accordance with Exhibit A. In contracting for the Project, Chanhassen will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public-assistance status or national origin, and that no person protected by applicable federal or state laws, rules or regulations against discrimination is subject to discrimination

### 3. Reimbursement

On receipt and approval of the Project Report, including but not limited to documentation of Eligible Costs, RPBCWD will reimburse Chanhassen 75 percent of Eligible Costs of the Project, not to exceed a total of **\$15,058**.

RPBCWD has determined that partial performance of obligations under section 1 of this agreement may confer no or limited benefit on RPBCWD. As a result:

- a. RPBCWD may withhold 10 percent of any reimbursement under this section 3 until RPBCWD has confirmed substantial completion of the Project; and
- b. if implementation of the Project is not substantially completed in conformance with the approved plans and specifications within two (2) years of the date this agreement is fully executed, subject to delays outside of Chanhassen's control, RPBCWD will not be obligated to provide reimbursement to Chanhassen under this agreement and may declare this agreement rescinded and no longer of effect. Notwithstanding, the parties will consult before RPBCWD makes a decision to deny reimbursement or rescind the agreement.

### 4. Acknowledgment and Publicity

Any publicly distributed or displayed printed or electronic documents or other text display regarding the Project will properly acknowledge the funding provided by RPBCWD. Chanhassen will cooperate with RPBCWD to seek publicity and media coverage of the Project. Chanhassen will permit RPBCWD, at its cost and discretion, to place reasonable signage on Chanhassen's property informing the general public about the Project and RPBCWD's cost-share program.

### 5. Independent Relationship; Indemnification

RPBCWD's role under this agreement is solely to provide funds to support the performance of voluntary work by Chanhassen that furthers the purposes of RPBCWD. This agreement is not a joint powers agreement under Minnesota Statutes section 471.59. Chanhassen acts independently and selects the means, method and manner of implementing the Project. No employee, representative, contractor or consultant of any party to this agreement has acted or may act in any respect as the agent or representative of the other party. Any right to review or approve a design, work in progress or a constructed facility provided by the agreement to RPBCWD is solely for RPBCWD's purpose of accounting for RPBCWD funds expended. Chanhassen is not the agent, representative, employee or contractor of RPBCWD. Chanhassen will hold RPBCWD, its officers, board members, employees and agents harmless, and will defend and indemnify RPBCWD, with respect to all actions, costs, damages and liabilities of any nature arising from: (a) Chanhassen's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by Chanhassen to RPBCWD. No action or inaction of RPBCWD or Chanhassen under this agreement creates a duty of care on the part of RPBCWD or Chanhassen for the benefit of any third party.

6. Remedies; Immunities

Only contractual remedies are available for a party's failure to fulfill the terms of this agreement. Notwithstanding any other term of this agreement, the District and the Partner waive no immunities in tort. No action or inaction of a party under this agreement creates a duty of care for the benefit of any third party. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

7. Effective Date; Termination; Survival of Obligations

This agreement is effective when fully executed by all parties and expires two years thereafter. Upon issuance by RPBCWD of notice of RPBCWD's determination to void this agreement under the terms hereof, Chanhassen will not receive any further reimbursement for work subject to this agreement, unless RPBCWD extends the Project-completion period.

All obligations that have come into being before termination, specifically including obligations under paragraphs 3 and 4 will survive expiration.

8. Compliance With Laws

Chanhassen is responsible to secure all permits and comply with all other legal requirements applicable to the Project.

9. Notices

Any written communication required under this agreement shall be addressed to the other party as follows:

To RPBCWD :

Administrator  
Riley-Purgatory-Bluff Creek Watershed District  
18681 Lake Drive East  
Chanhassen, MN 55317

To Chanhassen:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Waiver; Merger

RPBCWD's failure to insist on the performance of any obligation under this agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this agreement, RPBCWD waives no immunities in tort. This agreement creates no rights in and waives no immunities with respect to any third party or a party to this agreement.

This agreement, as it may be amended in writing, contains the complete and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior negotiations,

agreements, representations and understandings, if any, between the parties respecting such matters. The recitals stated at the outset are incorporated into and made a part of the agreement.

11. Venue and Jurisdiction

The agreement will be construed under and governed by the laws of the State of Minnesota. The appropriate venue and jurisdiction for any legal action hereunder will be Carver County, Minnesota.

Intending to be bound, the parties hereto execute and deliver this agreement.

Chanhassen

\_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

Riley-Purgatory-Bluff Creek Watershed District

\_\_\_\_\_ Date \_\_\_\_\_

David Ziegler

Its president

**Exhibit A**  
**Program Design and Budget**

DRAFT



# CITY OF CHANHASSEN

Chanhassen is a Community for Life - Providing for Today and Planning for Tomorrow

December 22, 2021

Letter has outdated grant funding request. See updated Water in Motion figure.  
~LF/RPBCWD

Ms Liz Forbes  
Grant Program Coordinator  
18681 Lake Drive East  
Chanhassen, MN 55317

Dear Ms Forbes,

The City of Chanhassen recently completed its two year Water Conservation Grant Program with funding from the Metropolitan Council. In conjunction with the grant program, the city had also received grant funding from Riley Purgatory Bluff Creek Watershed District to promote water conservation, but did not use the funds within the allotted grant period. The city would like to request a new grant agreement.

As part of the Met Council grant, the Chanhassen Parks department contracted with Water in Motion to provide an assessment of the city irrigation system along W. 78<sup>th</sup> St. in the downtown area. The assessment provided recommendations to improve the water efficiency of the system by replacing system components with Water Sense certified parts and applying SMART technology to controls, flow sensors and updating the controller weather station. The city irrigation system would benefit greatly from these recommendations and significantly increase its water efficiency. The city requests funding for the purchase and installation of flow sensors, master valve, controller and weather station as outlined in the assessment provided by Water in Motion. The city has purchased the 250 rotor sprinklers in anticipation of fulfilling the assessment recommendations.

The W. 78<sup>th</sup> St. irrigation system in question is located in the area of the Chanhassen Library and Byerly's. This is a very public area within the city and includes City Square Park. The city would like to include public education on irrigation systems and the importance of water efficiency in all systems, whether public or private. The city would be interested in partnering with the Watershed District on messaging.

The city requests grant funding to include materials and labor in the attached assessment and develop and display public education on water efficiency and irrigation systems. Total anticipated costs for the project is \$18,000. As before the city will provide a 25% match to the grant funding, providing \$4,500. The total grant funding request is \$13,500.

The city values and appreciates the dedication of Riley Purgatory Bluff Creek Watershed District to water conservation and hopes to demonstrate its own commitment to preserving our

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December 22, 2021

Page 2

groundwater resources. If you need any additional information or resources, please feel free to contact me.

Sincerely,

A handwritten signature in purple ink that reads "Jill Sinclair". The signature is written in a cursive, flowing style.

Jill Sinclair

Environmental Resources Specialist



W 78th St

Kerber Blvd

17



January 26, 2022

Ms. Jill Sinclair  
Environmental Resources Specialist  
City of Chanhassen  
7700 Market Boulevard  
Chanhassen, MN 55317

RE: Proposal to improve the City of Chanhassen streetscape irrigation a.k.a the “Byerly’s streescap irrigation system”

Water in Motion proposes to conduct and oversee the conduct of improvements to the above listed City of Chanhassen-owned streetscape landscape irrigation system. Work will include:

1. Exchange approximately 250 sprinklers with US EPA WaterSense labeled sprinkler bodies with appropriate nozzles and adjusted to operate efficiently
2. Update the SMART-ready irrigation controls and controller to conform to US EPA WaterSense label controller specification including:
  - a. Weather sensing elements including a weather station and a local rain sensor to enable localized weather based SMART scheduling of the irrigation system
  - b. Flow sensing elements with system master valve to enable SMART based system performance monitoring

Proposed budget to conduct the above-listed work is \$20,077.00

Section 1 = ..... \$13,691.10; Section 2 = ..... \$ 4,789.50

Minor incidental parts are included. This proposal assumes no interference from supply chain delays or substantial parts or labor pricing changes. Should unforeseen issues arise at the time of installation, the project budget may be affected. OneCall utility locates will be called-in prior to commencing work. The owner is responsible for locating and repair of private utilities not located by the OneCall system.

APPROVAL: *Water in Motion, Inc. is authorized to proceed with the above-listed project:*

\_\_\_\_\_  
Authorized signature on behalf of the City of Chanhassen, MN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

APPLICANT	PROJECT TYPE/NAME
<b>City of Chanhassen</b> 7700 Market Boulevard Chanhassen 55317	Groundwater conservation <i>Improve water efficiency of W. 78th Street irrigation system</i>

Project cost estimate	\$20,077	
City cost-share	25%	\$5,019.25
Requested cost-share	<b>75%</b>	\$15,057.75

**Notes**  
 City has already purchased 250 rotor sprinklers.  
 Grant coordinator will seek approval at BOM meeting on Feb. 2 (packet materials due no later than 1/28/22).

**Applicant must provide:**

1. Itemized cost of project (see "Project Estimate" below)
2. Map/drawing of project area
3. Estimated benefit to water conservation (e.g. water savings in gallons or percent)

**Project Estimate**

VENDOR	ITEM DESCRIPTION/PURPOSE	QUANTITY	PRICE/ITEM	COST	GRANT ELIGIBLE COST
	WaterSense labeled spray bodies with spray nozzles	140	\$51.57	\$7,219.80	<b>\$7,219.80</b>
	WaterSense labeled spray bodies with MSMT/rotor nozzles	110	\$58.83	\$6,471.30	<b>\$6,471.30</b>
	Controls	1	\$570.00	\$570.00	<b>\$570.00</b>
	Flow sensors and related	1	\$2,418.00	\$2,418.00	<b>\$2,418.00</b>
	Weather station for controller - data applicable to all connected city irrigation systems.	1	\$3,398.00	\$3,398.00	<b>\$3,398.00</b>
				<b>TOTAL COST</b>	\$20,077.10
				<b>ELIGIBLE GRAND TOTAL</b>	<b>\$20,077.10</b>
				<b>Cost-share award from RPBCWD</b>	<b>75%</b>
				Not-to-exceed value (raw data)	\$15,057.83
				<b>Not-to-exceed value (rounded)</b>	<b>\$15,100.00</b>

<b>Applicant's estimate of water consumption reduction:</b>	<b>20%</b>
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