

Riley-Purgatory-Bluff Creek Watershed District
Board of Managers Workshop and Regular Meeting

Wednesday, January 4, 2017
5:30pm Board Workshop
7:00pm Regular Board Meeting
Eden Prairie City Center
Council Chambers
8080 Mitchell Road
Eden Prairie

Agenda

1. Call to Order
2. **Board Workshop - 10 Year Plan** **Information**
3. **Approval of the Agenda** (Additions/Corrections/Deletion)
4. Matters of general public interest

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

5. **Reading and approval of minutes** **Action**

Board of Manager Meeting, December 7, 2016

6. **2016 Organizational Actions**
 - a. Elections of Officer
 - b. Designation of Official Publication
 - c. Appointment of the Technical Advisory Committee
 - d. 2017 Meeting Calendar
 - e. Designation of Bank
 - f. Designation of depository for permit financial assurances
7. **Consent Agenda**
(The consent agenda is considered as one item of business. It consists of routine

administrative items or items not requiring discussion. Any manager may remove an item from the consent agenda for action.)

- a. Accept Engineer's Report (with attached Inspection Report)
 - b. Accept Staff Report
 - c. Approve paying of the bills
 - d. Accept August Treasurer's Report with staff recommendation
 - e. Advertize Permit and Profession Outreach Coordinator position
 - f. TO 20 Hyland Lake
 - g. TO 6d WOMP Station
 - h. TO 14b Lower Riley Creek Restoration
8. Citizen Advisory Committee **Information**
9. Action Items **Action**
- a. 2016-017 Southwest Light Rail Transit
 - b. 2015-016 Reduce Financial Assurance Blossom Hill
 - c. Bluff Creek Restoration and Grant update
 - i. TO 21a Bluff Creek Restoration
 - d. Office Space
 - e. 2017 CAC Applications
 - f. Cost-share Program
10. Discussion Items **Information**
- a. Hyvee Eden Prairie - Stormwater rule discussion
 - b. Governance manual
 - c. Upcoming Meeting
11. Upcoming Events **Information**
- CAC Orientation part 1 and 10-year plan, January 23, TBD
 - District Regular Board Workshop and Meeting, Wednesday, February 1, 2017, Eden Prairie City Hall, 5:00pm

MEETING MINUTES

Riley-Purgatory-Bluff Creek Watershed District

December 7, 2016, Board of Managers Monthly Meeting and Public Hearing

PRESENT:

Managers: Mary Bisek, Secretary

Richard Chadwick

Jill Crafton, Treasurer

Perry Forster, President

Leslie Yetka, Vice President

Staff: Claire Bleser, District Administrator

Zach Dickhausen, District Staff

Elizabeth Henley, Attorney, Smith Partners

Michelle Jordan, District Technician and Compliance Officer

Josh Maxwell, District Technician II

Louis Smith, Attorney (Smith Partners)

Scott Sobiech, Engineer (Barr Engineering Company)

Other attendees: Bob Adomaitis, CAC

Dave Modrow, City of Eden Prairie

Paul Bulger, CAC

Dorothy Pedersen, CAC

John Bushey, SWMLC

David Raby

Chris Freeman, Bongards' Creameries

Jeff Weiss, Barr Engineering Co.

John Kirk, Resident; Eden Prairie
Planning Commission

Dennis Yockers, CAC

Larry Koch, CAC; Chanhassen Resident

David Ziegler, CAC

Matthew Kumka, Barr Engineering Co.

Linda Loomis, Lower MN River
Watershed District

1. Call to Order

President Forster called to order the Wednesday, December 7, 2016, Board of Managers Monthly Meeting and Public Hearing at 7:06 p.m. at Eden Prairie City Hall, 8080 Mitchell Road, Eden Prairie, MN 55344.

2. Approval of the Agenda

President Forster requested moving Action Item 8b – 2017 CAC Applications – to Discussion Item 9d. Administrator Bleser stated that item 6j – Advertise the Permit and Professional Coordinator Position – should be pulled from the Consent Agenda and it will be part of the Board's January monthly meeting agenda. She requested that Consent Agenda item 6g – Permit 2016-037 Prestige Day Care – be pulled from the Consent

Agenda and added as an Action Item. She also requested the addition of an Action Item for the Purgatory Creek Approval of Payment Application Number 1.

Manager Yetka moved to approve the agenda as amended. Manager Crafton seconded the motion. Upon a vote, the motion carried 5-0.

3. Public Hearings

President Forster explained the procedure the Board would follow for tonight's series of public hearings. He opened up the public hearing for the **Scenic Heights Plan Amendment**.

Administrator Bleser stated that this project is the Scenic Heights Elementary School Forest, a restoration and water quality improvement project. Administrator Bleser, using a PowerPoint presentation, identified the location of the project. She reported that the site has been designated a Department of Natural Resources School Forest since 2006. She talked about how the school and public utilize the School Forest.

Administrator Bleser said that the plan is for the District to partner with the City of Minnetonka and the Minnetonka School District 276 to restore the School Forest, to improve the water quality in the Purgatory Creek subwatershed, and to restore an ecologically diverse outdoor learning environment for current and future generations. She noted that the project will include the removal of invasive species, improve the pond and wetland through the construction of vegetated swales and other measures to reduce erosion and improve local water quality.

She opened the floor for questions and responded to questions about the size of the site in acres, the ownership of the project site's property, whether the DNR grant for the project has been approved, and whether the school district would be responsible for maintenance. There was discussion about how the District will be recognized as a project partner such as through interpretive signage, using a focus group to include members of all of the stakeholder groups, and having access to use the space for some of the District's educational programming.

Dr. Dennis Yockers, a Minnetonka resident, offered comments in support for the project. He stated that the project is necessary because it is critical to restore the ecological integrity of the Purgatory Creek area but that purpose is secondary to the educational potential and purpose of the project. Dr. Yockers provided examples of ways students could be actively engaged in the project such as establishing goals and participating in the restoration work. He noted that the School District should train its land crews on how to manage native areas.

Mr. Paul Bulger, a Minnetonka resident and CAC member, asked about the grant application process. He said that it looks like the grant was denied, and he asked what happens if grant funding for the project is denied a second time.

Administrator Bleser recounted her conversation with the DNR staff member who handles this grant program. She said that because this project had a cost higher than \$4,000 per acre, the District's grant application was separated into a different category. Administrator Bleser said that in light of this the District is looking at a Hennepin County grant for \$100,000. She explained that the estimated project cost has decreased to \$260,000 and the District is still working with the DNR to see if it has grant funds available for this project. She noted that the DNR has encouraged the District to apply again for grant funds for this project. She stated that the School District has offered to contribute \$45,000 over three years, and the District has reached out to the City of Minnetonka regarding a possible funding contribution as well. Administrator Bleser said that she will update the Board on the project's funding status at the Board's January or February monthly meeting.

Mr. Bulger requested that Administrator Bleser outline the project timeline, which she did.

President Forster called multiple times for additional questions and comments. Upon hearing none he requested a motion to close the public hearing on the Scenic Heights Plan Amendment. Manager Crafton moved to close the public hearing on the Scenic Heights Plan Amendment. Manager Yetka seconded the motion. Upon a vote, the motion carried 5-0.

President Forster opened the public hearing for **Ordering of the Chanhassen High School Stormwater Reuse Project.**

Administrator Bleser stated that the site uses approximately 3.8 million gallons per year of potable water to irrigate the school's sports fields. She talked about how the project would develop a way to utilize water from the on-site storm water pond to irrigate 11.1 acres of school fields. Using a PowerPoint presentation she displayed the proposed project site. She explained that the project would reduce the amount of storm water runoff reaching Bluff Creek, which is listed as impaired, and the project would reduce the amount of ground water used for irrigation.

Administrator Bleser reported that this project is in partnership with the City of Chanhassen and the Eastern Carver County School District and that the estimated project cost is \$385,000. She pointed out that the Metropolitan Council awarded the project a grant in the amount of \$200,000 and the District's local match to the grant is \$50,000. She said that the remaining project funds will come from the City of Chanhassen. She stated that Eastern Carver County School District will take on the project maintenance.

President Forster opened the floor for questions. Attorney Smith stated that one other step, in addition to amending the District's plan to include the project and ordering the project, is developing the Cooperative Agreement to define all parties' roles and responsibilities and financial and maintenance commitments and so on. He reported that the District's Legal Counsel, Administrator, and Engineer are working to develop a Cooperative Agreement for this project and other projects and the Cooperative Agreement is separate from today's public hearing process.

President Forster called multiple times for additional questions and comments. Upon hearing none he requested a motion to close the public hearing on the Ordering of the Project for the Chanhassen High School Stormwater Reuse Project. Manager Crafton moved to close the public hearing on the Ordering of the Chanhassen High School Stormwater Reuse Project. Manager Chadwick seconded the motion. Upon a vote, the motion carried 5-0.

President Forster opened the public hearing for the **Ordering of the Fire Station 2 Rainwater Reuse Project.**

Administrator Bleser described the project. She said that the project will capture rainwater from the fire station's rooftop to be used for site irrigation, fire truck washing, and tanker filling. She noted that the site will educate the public about water conservation techniques that can be implemented at home. Using a PowerPoint presentation she displayed the proposed location of the cistern. Administrator Bleser said that the estimated project cost is \$137,700. She reported that the Metropolitan Council awarded the project a storm water grant in the amount of \$99,287 with a requirement of a 25% match, which will be split between the District and the City of Eden Prairie.

President Forster opened the floor for comments and questions. He called several times for comments and questions and upon hearing none he called for a motion to close the public hearing. Manager Crafton moved to close the public hearing for the ordering of the Fire Station 2 Rainwater Reuse Project. Manager Bisek seconded the motion. Upon a vote, the motion carried 5-0.

President Forster opened the public hearing for the **Ordering of the Lower Riley Creek Restoration Project**. Administrator Bleser introduced Jeff Weiss of Barr Engineering to present on the project.

Mr. Weiss, using a PowerPoint presentation, summarized the project's feasibility study. He talked about the creek's three sub-reaches and described the project's scope of work, the erosion assessment, and sediment loading. He talked about the study's work to quantify the sediment loading in the reach and shared the results: 1,070 tons of sediment loading per year; 2,193,700 pounds per year of total suspended solids; and 1,260 pounds per year of total phosphorous.

Mr. Weiss talked about the project's goal of reducing erosive pressures on this reach of the creek and described the concept designs that were investigated. He provided the recommended concept of raising the stream/ravine bed with constructed riffles and minimizing floodplain excavation, completing scarp stabilization where possible, and installing toe stabilization where scarp stabilization is not possible due to site constraints.

Mr. Weiss noted that the estimated project cost is \$1,515,000.00, which is a cost of \$250 per foot including design, permitting, and construction, \$0.05 per pound of removal of total suspended solids, and \$84 per pound of removal of total phosphorous.

President Forster opened the floor for comments and questions. Mr. Weiss responded to questions about the movement of biota in streams with constructed riffles and he described the use of dead pools.

Mr. Larry Koch of Bighorn Drive, Chanhassen, asked Mr. Weiss to describe the methodology of raising the creek bed. Mr. Weiss described the process of constructing riffles. Mr. Koch asked about the any effects the project will have downstream and asked about the tree clearing involved in the project. Mr. Weiss described how the project will lessen erosion downstream and how the project will only need to remove trees as required for project site access. Mr. Koch asked if Mr. Weiss has looked at upstream reaches to determine if it would be more beneficial to do work upstream prior to this proposed project. Mr. Weiss responded that yes, the upstream reaches have been looked at and currently staff is examining where water can be slowed down before it reaches the creek.

Mr. Paul Bulger, Eden Prairie resident and CAC member, asked if the District considered any type of downstream retention pond to capture sediment. Mr. Weiss responded that the concept of a sedimentation basin at Flying Cloud Drive was examined but was not recommended because of the large size of basin that would need to be constructed in order to handle the high volume of water and provide opportunity for anything to settle out. Mr. Bulger asked if damage to creek through the project's construction was assessed. Mr. Weiss responded that the upstream reach doesn't have thick forest so the project should only need to remove a tree here and there and then in the downstream end the project is going to want to clear out the buckthorn. Mr. Bulger voiced his concern that the Engineer's report on this item was not available prior to tonight's meeting. Administrator Bleser responded that the report should have been posted on the website in the Riley Creek folder and she will check to make sure it was posted. Mr. Bulger asked if additional technical review will take place. Administrator Bleser stated that this discussion is about the project feasibility, which happens before the project is ordered and designed. Mr. Bulger said that this was not clear and recommended that the District make it clear in the resolution.

Attorney Smith addressed Mr. Bulger's last comment by laying out the District's process, which includes amending its watershed plan to add a project, assessing the feasibility of a project, holding a public hearing to determine whether to order a project and once a project is ordered, proceeding with design, at which point there is Board review and perhaps other technical review, and finally ordering the project to bid. He added that there are more steps to come in this project's process.

Ms. Linda Loomis, Administrator of the Lower Minnesota River Watershed District, stated that it was fortunate that the Lower Minnesota River Watershed District worked with the RPBCWD on this project’s feasibility study and that the Lower Minnesota Watershed’s Board looked at the study. She said that the Board noticed the difference in the cost per pound of sediment removal in their District compared to the cost per pound of removal in the RPBCWD and that the Lower Minnesota Watershed’s Board thought that the RPBCWD was getting a good deal in terms of cost. Administrator Loomis stated that her Board is considering what actions to take in that District because the Board realizes that if actions aren’t being taken upstream of their District then there isn’t much sense in doing downstream work. She said for that reason the Lower Minnesota River Watershed District is interested in partnering with the RPBCWD on this project and is interested in discussing to what extent the Lower Minnesota River Watershed District will participate and contribute funding. Administrator Loomis said that her District constantly is looking for ways to reduce sediment loading to the river and supports the Lower Riley Creek Restoration Project.

President Forster called several times for additional comments. Upon hearing none, he called for a motion to close this public hearing. Manager Crafton moved to close the public hearing on the Ordering of the Lower Riley Creek Restoration Project. Manager Bisek seconded the motion. Upon a vote, the motion carried 5-0.

President Forster said that now it is time for action on the items presented in the public hearings. He read aloud the resolving statements of **Resolution 16-09 - Resolution to Adopt Plan Amendment to Watershed Management Plan for Scenic Heights Elementary School Forest Project Forest Restoration and Water Quality Improvement Project.**

Attorney Smith recommended, due to the comments tonight about project funding, adding to the plan amendment on page 3, the last paragraph concerning funding, prior to the last sentence the statement: “The District will pursue other funding sources in addition to the DNR.” The Board indicated consent to adding this language.

Manager Chadwick moved to table the amendment

President Forster said he opposes that motion because the District needs the project in its watershed plan in order to receive project money. The motion died due to lack of a second.

Manager Yetka moved to approve Resolution 16-09 to adopt the amendment, including the addition of the sentence as read by Attorney Smith, to the District’s watershed plan. Manager Crafton seconded the motion. There was a brief discussion of the project funding. Upon a roll call vote, the motion carried 5-0.

Manager	Aye	Nay	Abstain	Absent
Bisek	X			
Chadwick	X			
Crafton	X			
Yetka	X			
Forster	X			

President Forster read aloud the resolving statements of **Resolution 16-10 Resolution to Order the City of Chanhassen Stormwater Capture and Reuse System Project.**

Manager Bisek moved to approve Resolution 16-10 Resolution to Order the City of Chanhassen Stormwater Capture and Reuse System Project. Manager Crafton seconded the motion. Manager Bisek asked Administrator Bleser to confirm the project cost. Administrator Bleser said that it is \$384,000 as stated in the resolution. Upon a roll call vote, the motion carried 5-0.

Manager	Aye	Nay	Abstain	Absent
Bisek	X			
Chadwick	X			
Crafton	X			
Yetka	X			
Forster	X			

President Forster read aloud the resolving statements of **Resolution 16-11 Resolution to Order the City of Eden Prairie Fire Station #2 Water Harvesting and Reuse Project.**

Manager Yetka moved to approve Resolution 16-11 Resolution to Order the City of Eden Prairie Fire Station #2 Water Harvesting and Reuse Project. Manager Crafton seconded the motion. Upon a roll call vote, the motion carried 5-0.

Manager	Aye	Nay	Abstain	Absent
Bisek	X			
Chadwick	X			
Crafton	X			
Yetka	X			
Forster	X			

President Forster read aloud the resolving statements of **Resolution 16-12 Resolution to Order the Riley Creek Water Quality Improvement Project.**

Manager Crafton moved to approve Resolution 16-12 Resolution to Order the Riley Creek Water Quality Improvement Project. Manager Yetka seconded the motion. President Forster said that the resolution states that the District will pay the cost of the project but tonight the Lower Minnesota River Watershed District offered to partner in the project and cost. He asked if this resolution will come back at a later date to amend it. Attorney Smith said that once the District has a clear idea of the funding arrangement, a cooperative agreement will be developed and if the cooperative agreement significantly changes the project to be ordered, the Board could consider amending the order or otherwise consider typical implementation of a project.

Manager Chadwick asked if it would be appropriate to add to the motion that the Board directs the Administrator to pursue a cost sharing partnership for this project with the Lower Minnesota River Watershed District. Attorney Smith said yes and recommended that the resolution be amended to include a paragraph stating: “Be it further resolved that the Board of Managers directs the Administrator to pursue project cost sharing partnerships.”

Managers Crafton and Yetka approved the friendly amendment to the motion.

Upon a roll call vote, the motion carried 5-0.

Manager	Aye	Nay	Abstain	Absent
Bisek	X			
Chadwick	X			
Crafton	X			
Yetka	X			
Forster	X			

4. Matters of General Public Interest

President Forster opened the floor to matters of general public interest.

Mr. Bob Adomaitis of Highview Drive, Eden Prairie, raised the topic of budget management and oversight by the Board of Managers. He said that on page 49 of the District’s Governance Manual there is a section entitled Internal Controls and Procedures for Financial Management. He said that part 1 of that section, paragraph B, states that, “Actual expenditures may not materially deviate from the amount in an approved budget category. Mr. Adomaitis stated that in all of the years that he has attended RPBCWD meetings, he can’t recall an instance where there was discussion about actual performance in the budget and about actual versus budgeted. He explained that he’s bringing this up because for this year the Permit Review and Inspection budget is \$100,000 and actual is \$148,000 as of October 31. Mr. Adomaitis said it is a moot point this year because there are only three weeks left in the year. However, he said he brings this issue to the Board’s attention to suggest that for 2017 the Board of Managers takes this fiduciary responsibility and if there are budget items that are materially

deviating from the budget then there is a discussion about it and some attempt to manage that aspect of the project.

Mr. Paul Bulger, Eden Prairie resident and CAC member, stated he wanted to follow up on the resolution the Board just passed regarding Riley Creek. He said that the language in the resolution, which discusses that the Administrator will present plans and specs to the Board for its approval and for authorization to solicit bids for work, seems to contradict what was presented during the public meeting, which was just the project's feasibility, and he asked the managers to look closely at that contradiction.

5. Reading and Approval of Minutes

a. April 11, 2016, RPBCWD Board of Managers Special Meeting

Manager Yetka moved to accept the minutes as presented. Manager Chadwick seconded the motion. Upon a vote, the motion carried 5-0.

b. November 2, 2016, RPBCWD Board of Managers Regular Monthly Meeting

Manager Bisek requested a spelling correction on page 4. Manager Crafton requested a correction on page 5 under item 8f to insert the word "report," and she requested the correction of the dates of MAWD conference as listed on page 6 to reflect that the conference was 12/1-12/3.

6. Consent Agenda

President Forster read aloud the Consent Agenda items: a. Accept Engineer's Report (with attached inspection report); b. Accept Staff Report; c. Approve Paying of the Bills; d. Accept Treasurer's Report; e. Approve Hire for Water Resources Technician; f. Approve Salary Adjustment for Water Resources Coordinator (Data Collection and Fisheries Supervisor) h. Permit 2016-041 Chanhassen West Water Treatment Plant; i. Permit 2016-043 Bongards Redevelopment.

Manager Yetka moved to approve the Consent Agenda as read aloud by President Forster. Manager Crafton seconded the motion. Upon a vote, the motion carried 5-0.

7. Citizen Advisory Committee (CAC)

President Forster noted that Dorothy and David attended the MAWD conference and thanked them for attending.

Break in Meeting

At 9:00 p.m. President Forster requested a 10-minute break in the meeting to provide the managers with an opportunity to review documents for an upcoming agenda item.

President Forster reconvened the meeting at 9:10 p.m.

8. Action Items

a. Office Space Update – Letter of Intent Southwest Tech Center A

Administrator Bleser reported that the Scenic Heights office space discussed at a previous monthly Board meeting is not an option for the District's office space. She announced that there is an available office site at the southwest corner of Highway 5 and Dell Road in Chanhassen. Administrator Bleser described the space and the cost and responded to questions.

Attorney Smith went through the chronology of the District's current office space and the District's use of, issues with, and actions regarding that space. He then stated the law specifically involved in the office space issue. He presented the District's legal options including constructive eviction.

President Forster opened the floor to comments from the CAC about how their meetings have been impacted by the noise at the District's current office space.

Ms. Dorothy Pederson, CAC Chair, stated that the noise from the neighboring dance studio has been detrimental to the CAC. She said that the noise has led to longer meetings for the CAC. She said that the CAC attempted to hold their meetings offsite but the free space they utilized closes at 8 p.m., which doesn't allow the CAC to complete its business, and the other meeting space options required payment. Ms. Pederson said that the CAC can't function in the District's office space with the level of noise from the next-door-neighbor and that the CAC is in support of the District moving to another office location.

Mr. Larry Koch of Big Horn Drive, Chanhassen and member of the CAC, commented that the noise from the District's next door office neighbor is so loud that it is almost impossible to hear one's own thoughts. He said that the noise was not conducive to discussions, the noise was irritating, and he frequently commented during meetings that it was difficult to hear and concentrate. Mr. Koch said that a CAC member used a decibel reader during one CAC meeting and the decibels rose over 85 at times. He said that the noise presents horrible conditions for the public at meetings and it sheds a bad light on the District. Mr. Koch said he thinks the District owes it to the public to hold its meetings in a decent space. He commented that the one time the representative of the landlord was present at the District office during a meeting the noise was tolerable but as soon as the representative left, the noise level increased.

Mr. David Ziegler of Baywood Terrace, Eden Prairie and CAC member stated that he agreed with the comments of the other CAC members. He added that even with the use of microphones, the CAC was unable to conduct business due to the noise.

The Board discussed the noise issue with the District's current office space and the District's options.

Attorney Smith said that the Board has in front of it a proposal for the office space at the Southwest Tech Center in Chanhassen. He stated that if the Board wants to move to that space, the next appropriate step is to direct President Forster to sign the proposal. Attorney Smith clarified that the proposal is not a lease but is a proposal to enter into a lease based on the terms in the proposal. Attorney Smith stated that the Board should direct its Legal Counsel and Administrator to work with the Southwest Tech Center to develop a lease for its review and consideration at the Board's January monthly board meeting. He said that the Board also would direct Legal Counsel to communicate with the current landlord about the District's current plans to vacate the space on Martin Drive on or around March 1.

Manager Yetka moved to authorize the President of the Board to sign the letter of intent for the office space in Chanhassen and to authorize the Legal Counsel and Administrator to notify the District's current landlord of the District's plans and to work with the Southwest Tech Center to develop a lease for Board review. Manager Bisek seconded the motion. Upon a vote, the motion carried 5-0.

b. 2015-016 Reduce Financial Assurance Blossom Hill

Administrator Bleser said that there was a request from Blossom Hill to reduce the financial assurance for this project. She announced that staff is not recommending reducing the amount of the financial assurance. Administrator Bleser said that staff does not recommend it because of information contained in a letter from City of Eden Prairie technical staff stating that the storm water facility has not been constructed in accordance to the terms of the permit and the District rules.

Manager Crafton moved to direct staff to send a letter explaining the rationale of the Board's denial of the request to reduce the financial assurance based on the fact that the facility has not been fully constructed or installed as per the terms of the permit. Manager Bisek seconded the motion. Upon a vote, the motion carried 5-0.

c. Purgatory Creek Approval Application No. 1

Engineer Sobiech noted that tonight he handed out a revised staff report that include one change, which is a correction to the name of the applicant. He said that the Board has received a payment request from Minnesota Native Landscapes for the worked performed on the Purgatory Creek Stabilization Project. Engineer Sobiech described the work completed by Minnesota Native Landscapes. He said that Minnesota Native Landscapes is asking for the first payment application in the amount of \$183, 944.37. He stated that the District Engineer recommends approval of this payment application. Responding to a question, Engineer Sobiech described change order number 1.

Manager Crafton moved to approve payment in the amount of \$183,944.37 to Minnesota Natural Landscapes. Manager Bisek seconded the motion. Upon a vote, the motion carried 5-0.

d. Permit 2016-037 Prestige Day Care

Engineer Sobiech responded to questions from President Forster. Manager Bisek moved to approve permit 2016-037 contingent upon the Engineer's recommendations. Manager Crafton seconded the motion. Upon a vote, the motion carried 5-0.

9. Discussion Items

a. Cost-Share Program

Ms. Jordan presented the idea of increasing the cap on the local government and commercial tier of the District's cost-share program. She explained that currently the cap is \$20,000 up to 50% with a required 50% match. Ms. Jordan stated that staff recommends increasing the cap to \$50,000 with the 50% percent match. She provided the reasoning behind the recommendation and said that the increase would encourage more project applications and projects with greater water quality benefits. She said that this item is for the Board's consideration and will come back in front of the Board in January.

President Forster asked if there is enough money in the budget to accommodate this change. Administrator Bleser responded that the District did include increases to the cost-share program budget for 2017. There was discussion.

b. Governance Manual

Administrator Bleser announced that she would bring the Governance Manual and the Employee Handbook to the January monthly meeting

c. Upcoming Meetings

No meetings were specifically announced and it was mentioned that upcoming meetings were listed in the Upcoming Events section of the meeting agenda.

d. CAC

President Forster said that between now and the Board's next monthly meeting, he would like to meet with the Chair of the CAC to gather and discuss ideas about 2017. Ms. Jordan said this is a great idea and fits in with the timeline of the CAC appointments. Ms. Jordan summarized the CAC applications that the District received for the 2017 CAC.

10. Upcoming Events

- District Regular Board Meeting, Wednesday, January 4, 2016, Eden Prairie City Hall, 7:00 p.m.

11. Adjourn

President Forster announced that the District was named 2016 Watershed of the Year by MAWD.

Manager Chadwick moved to adjourn the meeting. Manager Yetka seconded the motion. Upon a vote, the motion carried 5-0. The meeting adjourned at 10:08 p.m.

Respectfully submitted,

Mary Bisek, Secretary

2017 Organizational Actions

ELECTION OF OFFICERS

President
Vice-President
Treasurer
Secretary

Personnel and Governance Committee (2 members)

OFFICIAL PUBLICATIONS

Sun Sailor Minnesota Sun Publications 10917 Valley View Rd. Eden Prairie, MN 55344 (952) 829-0797	Deephaven, Minnetonka, Shorewood
Sun Current Minnesota Sun Publications 10917 Valley View Rd. Eden Prairie, MN 55344 (952) 829-0797	Bloomington
Chaska Herald Southwest Suburban Publishing Company P.O. Box 8 Shakopee, MN 55379 (952) 445-3333	Chaska
Chanhassen Villager Southwest Suburban Publishing Company P.O. Box 8 Shakopee, MN 55379 (952) 445-3333	Chanhassen

Eden Prairie News
Southwest Suburban Eden Prairie
Publishing Company
P.O. Box 8
Shakopee, MN 55379
(952) 445-3333

TECHNICAL ADVISORY COMMITTEE

Name and Office	Organization
Matt Clark	City of Chaska
Robert Bean Jr	City of Deephaven
Leslie Stovring/Dave Modrow	City of Eden Prairie
Tom Dietrich	City of Minnetonka
Steve Segar	City of Bloomington
Terry Jeffery	City of Chanhassen
Paul Hornby	City of Shorewood
VACANT	Hennepin County
Paul Moline	Carver County
Mellissa Jenny	US Army Corps of Engineers
Kate Drewry	DNR – Hennepin County
Jenny Skancke	DNR – Carver County
Mike Wanous	Carver County Soil and Water Conservation District
Steve Christopher	BSWR
Joe Mulcahy	Metropolitan Council
Linda Loomis	Lower Minnesota River Watershed District

2017 Meeting Calendar

February 1 (start at 5:30pm [Board Workshop] with regular meeting following at 7:00pm)

March 1 (start at 5:30pm [Board Workshop] with regular meeting following at 7:00pm)

April 5 (start at 5:30pm [Board Workshop] with regular meeting following at 7:00pm)

May 3 (start at 5:30pm [Board Workshop] with regular meeting following at 7:00pm)

June 7 (start at 5:30pm [Board Workshop] with regular meeting following at 7:00pm)

July 5 Board Meeting 7:00pm

August 2 Board Meeting 5:00pm [Budget Workshop] with regular meeting following at 7:00pm

September 6 Budget Public Hearing and Board Meeting 7:00pm

October 3 Board Meeting 7:00pm

November 1 Board Meeting 7:00pm

December 6 Board Meeting 5:00pm 7:00pm

OFFICIAL BANK

Klein Bank
600 West 78th Street
Chanhassen, Minnesota 55317
(952) 937-2265

Wells Fargo
7900 Xerxes Ave S
Bloomington, MN 55431
(888) 362-5366

OFFICIAL Depository for Permit Financial Assurances

Smith Partners LLC

Memorandum

To: Riley-Purgatory-Bluff Creek Watershed District Board of Managers and District Administrator
From: Barr Engineering Co.
Subject: Engineer's Report Summarizing December 2016 Activities for January 4, 2017, Board Meeting
Date: December 28, 2016

The purpose of this memorandum is to provide the Riley-Purgatory-Bluff Creek Watershed District (RPBCWD) Board of Managers and the District Administrator with a summary of the activities performed by Barr Engineering Co., serving in the role of District Engineer, during December 2016.

General Services

- a. Met with Administrator Bleser on December 5th and 6th to review comments from Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC) and Board about initial prioritization tool and assisted Administrator with potential project prioritization metric revisions in preparation for the December 7th TAC meeting.
- b. Participated in December 7th, 2016 Technical Advisory Committee (TAC) meeting to discuss additional prioritization considerations as part of the District's 10-year plan development.
- c. Met with Administrator Bleser and Josh Maxwell on December 14th to discuss staff's assessment of the ravines west of Lotus Lake.
- d. Met with Administrator Bleser and Erin Dietrich (Barr) on December 15th to discuss incorporating additional data (creek assessments, macrophyte data, macroinvertebrate data, fisheries data, etc.) into the EQulS database used to house RPBCWD water quality data.
- e. Met with President Forster and Administrator Bleser on December 21st to discuss overall District direction, 10-year planning process and potential modifications to improve the objectivity of the tool developed to assist in prioritizing capital improvement projects incorporated into the 10-year plan. .
- f. Responded to questions from cities of Eden Prairie and Minnetonka about the District's floodplain vulnerability assessment.
- g. Additional revisions to the draft District boundary update based on Administrator feedback.
- h. Developed grant application and submitted to Hennepin County for potential Scenic Heights school forest restoration grant.
- i. Participated in December 7th, 2016 Board of Manager's regular meeting.
- j. Prepared Engineer's Report for engineering services performed during December 2016.
- k. Regular and frequent communication and coordination with Administrator Bleser discussing potential Hennepin County grant opportunity, upcoming 2017 projects, permit requirements and begin drafting task orders.

- I. Overall project management, administration, GIS data management, and coordination of task orders.

Permitting Program

- a. *Permit 2016-017: Southwest Green Line LRT Extension:* This project involves the construction of a light rail transit line between Eden Prairie and downtown Minneapolis. The portion of the project within the RPBCWD jurisdiction includes approximately 1.5 miles of proposed rail track and two stations. The project adds approximately 5 acres of impervious surface within the RPBCWD. Stormwater BMPs designed for compliance with RPBCWD rules include pervious pavement, infiltration basins, wetland buffers, vegetated swales, and detention ponds. The project triggers RPBCWD Rules B, C, D, E, G, and J. Application was considered complete on September 13, 2016 and a review timeline extension was approved by the Board on November 2, 2016. Reviewed revised submittals and responded to questions from project engineer and assist with snowmelt modeling rate control. Met with Administrator Bleser and applicant on December 7, 2016 to discuss outstanding comments. Drafted permit review summary for consideration at the Board's January meeting.
- b. *Permit 2016-037: Prestige Day Care:* This project involves the construction of a day care and associated site infrastructure at the southeast quadrant of Pioneer Trail and Mitchell Road/Spring Road. Permit was conditionally approved at the December 7, 2016 meeting. Drafted permit. Notified permittee of conditional approval. Reviewed maintenance agreement.
- c. *Permit 2016-041: Chanhassen West Water Treatment Plant:* This project involves the construction of a water treatment plant and associated site infrastructure and landscaping at 2070 Lake Harrison Road, Chanhassen. The project will trigger Rules C, D, and J. Permit was conditionally approved at the December 7, 2016 meeting. Drafted permit. Notified permittee of conditional approval. Reviewed maintenance agreement.
- d. *Permit 2016-043: Bongards Redevelopment:* This project involves expansion of an existing building and adjacent parking lot at Bongards Creamery at 8330 Commerce Drive, Chanhassen. The project will trigger Rules C and J. Permit was conditionally approved at the December 7, 2016 meeting. Drafted permit. Notified permittee of conditional approval. Reviewed maintenance agreement and revised plans.
- e. *Permit 2016-045: MCES Blue Lake Interceptor Rehabilitation Sites A & C:* This project involves rehabilitation of regional sanitary sewer interceptor facilities near the intersection of Minnesota Highway 5 and Audubon Road in Chanhassen and within Gro Tonka Park in Minnetonka. The project will involve replacement of maintenance access holes and lining of existing sewer in place. The project will trigger Rules B, C, and D. The project is considered incomplete. The applicant was notified that the project is incomplete on December 15, 2016. The project is considered incomplete for the following information (1) Providing a MnRAM for the four wetlands on site and (2) Showing wetland buffer including buffer markers on the plans.
- f. Performed preliminary review of submittal for Cedarcrest Stables, provided summary memo to Eden Prairie.

- g. Attended a December 19th meeting with Pemtom developer, city of Eden Prairie and Administrator Bleser to discuss the RPBCWD rule requirements and permitting process.
- h. Prepared draft e-mail summarizing permitting requirements for potential retaining wall project at Bear Path Golf Course and provided to Administrator Bleser.
- i. Review revised MNRAM and summary for Avienda and provide comments.
- j. Performed erosion control inspections of active sites during the week of December 20th and 21st (see attached inspection report).
- k. Conversations with several project engineers/developers about permit requirements for potential development and redevelopment projects.
- l. Updated web map inspection tool to include photos for sites.

Data Management/Sampling/Equipment Assistance

- a. Finalized and submitted annual MPCA data submittal for RPBCWD creek locations.
- b. Researched tools for uploaded and verifying RPBCWD zooplankton and fish data into EQUiS using the ALIVE add-in.
- c. Research parameter synonyms for soluble reactive phosphorous on historic analytical data to ensure data integrity.

Education and Outreach

- a. Worked with Administrator and District staff on developing customizable land-use footer graphic.

Cost Share Assistance – Scenic Heights School Forest Restoration

- a. Worked with Administrator to identify additional grant funding opportunities, including a Hennepin County Natural Resources Opportunity Grant Program, and strategize potential project phasing.

TMDL

- a. Completed draft Total Maximum Daily Load (TMDL) calculations for Silver and Rice-Marsh Lakes based on the watershed and lake water quality modeling results of the latest UAA updates for the respective lakes.
- b. Developed draft TMDL report sections, including allocations of allowable pollutant load for each lake from each of the point and nonpoint sources of phosphorus.

Task Order 4b: Bluff Creek Fish Passage

- a. The detailed field investigations and design are on hold waiting for city of Chanhassen acquisition of easements.

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From: Barr Engineering Co.
Subject: Engineer's Report Summarizing December 2016 Activities for January 4, 2017, Board Meeting
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- b. Assisted Administrator Bleser with investigating the potential to transfer grant dollars received for this proposed project to other projects in the Bluff Creek watershed due to limited response from property owner to City easement acquisition efforts and nearing grant expiration.

Task Order 6: WOMP Station Monitoring

Purgatory Creek Monitoring Station at Pioneer Trail

- a. Downloaded and reviewed data.

Purgatory Creek Monitoring Station at Valley View Rd

- a. Downloaded and reviewed data.
- b. Winterize monitoring station – remove turbidity sensor, change equipment settings for winter, and mice control.

Task Order 7b: Purgatory Creek Stabilization near Hwy 101—Construction

- a. Construction of this project is substantially complete. Trees and shrubs will be planted in the spring.

Task Order 8b: Lake Susan Spent-Lime Treatment System Design

- a. Work on this task order is complete.

Task Order 9a: Lake Lucy Iron-Enhanced Sand Feasibility

- a. No work this month on this task order.

Task Order 12: Downtown Chanhassen BMP Retrofit Assessment

- a. Continued drafting the project summary report for District and city of Chanhassen review (local partner).
- b. Refined cost estimates and phosphorus removal estimates for selected BMPs.

Task Order 13a: Lake Susan Watershed Treatment and Stormwater Reuse Enhancements

- a. Continued to develop hydrologic/hydraulic/water quality analyses of potential stormwater reuse and other water quality/quantity enhancements for feasibility study.
- b. Developing cost estimates for each improvement option.

Task Order 14: Lower Riley Creek Feasibility Study

- a. Presented the findings of the report to the Board of Managers and the public hearing at the regular December meeting
- b. Drafted a task order scope of work, schedule, and budget to complete final design.

Task Order 15: 100-Year Floodplain Vulnerability Evaluation (Climate Adaptation)

- a. Work on this task order is complete

Task Order 16: Watershed Management Plan Refresh

- a. Met internally to develop strategies for incorporating probabilistic analysis (e.g., Monte Carlo simulation) into the proposed project prioritization tool.
- b. Attended the Technical Advisory Committee meeting on December 7th at the RPBCWD offices to discuss the revised project prioritization tool and outstanding comments on goals and strategies.
- c. Reviewed existing Plan document and began draft of the 2017 Watershed Management Plan document.
- d. In the next month, Barr staff will assist Administrator Bleser in documenting the revised project prioritization tool for the Plan document. Barr staff will continue updating the general text portions of the draft Plan.

Task Order 17: Creek Restoration Action Strategy 2: Upper Riley Creek Sediment Source Assessment

- a. Developed cost estimate and P8 modeling for several potential improvement projects
- b. Worked with District Staff to review and understand recent creek walks completed by staff.
- c. Finished summarizing the findings in a project memorandum for Administrator Bleser's review.

Task Order 18: MPCA Resiliency Grant

- a. Continued to research and develop climate impacts data for presentation at the first forum based on readily available information.
- b. Reviewed community emergency planning documents.
- c. Met with the project team to strategize the workshop series and establish logistics.
- d. Set parameters for maps that will be used at each table during the workshops and began to collect flood information from various agencies and watershed districts.
- e. Presented MN State Climatologist data at the Participant's kick-off meeting.

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Task Order 19: Chanhassen High School Stormwater Reuse Design

- a. Completed the topographic and utility survey of High School Site as it relates to stormwater reuse system.
- b. Compiled the pipeline easement information from Carver County to determine limitations/requirements of work that can be done within easement.
- c. Communications with Arteka regarding existing irrigation system and controls.
- d. Coordination of design kickoff meeting in early January.
- e. Worked with Administrator Bleser and legal counsel to begin developing stakeholder agreements between the three parties.
- f. Future work tasks include continued agreement refinements and design work for construction in 2017.

To: RPBCWD Board of Managers
From: Dave Melmer
Subject: December 20-21, 2016—Erosion Inspection
Date: December 23, 2016
Project: 23/27-0053.14 PRMT 9016

Barr staff has inspected construction sites in the Riley Purgatory Bluff Creek Watershed District for conformance to erosion and sediment control policies. Listed below are construction projects and the improvement needed for effective erosion control. The sites were inspected October 19th and 20th, 2016.

Site Inspections

2015-002	Mission Hills	2016-12-20
No work has begun to date.		
2015-005	CSAH 101 Mntka	2016-12-21
Eastern side streets have had final top coat laid-vegetation is established-catch basin protection has been removed in many areas. BMP's look good. Site is inspected and well maintained by contractor/site inspector. Construction is completed at creek crossing-BMP's look good at this location. Curb/gutter/side walk installation at south end and eastern side of project is underway. Many areas have been spray-tac'd. Street cleanup is done quite frequently. Paving and sidewalk work continues. Entire site had exposed soils spray tac'd prior to snowfall. Work has idled for winter.		
2015-008	3520 Meadow Lane	2016-12-21
Construction has stalled. Site BMP's are adequate. Silt fence is down in some areas on west side--will not affect site runoff.		
2015-010	Children's Learning Adventure	2016-12-20
Building construction complete. Inlet protection has been removed. Site BMP's look good. Onsite storm water ponds to west has been constructed. Parking lot curb/gutter installation complete. Asphalt has been installed. Grading and hydro mulching has been completed in some locations. Landscaping is complete. Sod was installed and application of spray tac to exposed soils. Site is snow covered--will have to inspect after spring snowmelt.		

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2015-011	Eden Prairie Ponds	2016-12-20
	Wetland flagging has been placed. No construction has started.	
2015-012	Meditech Site Improvements	2016-12-21
	Construction activities complete. Inlet protection has been removed. Bio-logs still in place SE parking lot between parking lot and sidewalk--this slope is all weed growth and has not had final landscaping--may be part of HWY 101 work.	
2015-014	12420 Sunnybrook Road	2016-12-20
	Site has been surveyed. No construction has started	
2015-016	Blossom Hill	2016-12-20
	Construction of first home site complete. Remainder of site is stable. Site BMP's are good. Corrective Action for slope near pond is complete and stable. Corrective Action is closed. Remainder of site is good. Construction on second home site has begun. Erosion control look good at second home site. Unable to determine if work was completed at bench location in pond--snow coverage.	
2015-020	Dawn Valley Chapel	2016-12-20
	Site construction is complete. Some Site BMP's are still in place as of November inspection-- due to snow cover - cannot determine if they have been removed. Landscaping is complete. Will need to inspect after spring snowmelt.	
2015-027	Bloomington Hyland Greens Pond Storm Sewer Maintenance	2016-12-20
	Construction has not started.	
2015-029	Shops at Southwest Station	2016-12-20
	Construction complete on parking lot and building exterior. Landscaping complete. Site is stable. Catch basin protection has been removed from basins that were visible. Will have to verify removal of temporary BMP's after snowmelt.	
2015-031	10089 Purgatory Road	2016-12-20
	Site construction complete. Access to location is stable. Yellow silt curtain has been. Soils above installed stabilization rock at creeks edge appear unstable and susceptible to erosion. Monthly inspections will continue to monitor potential loose soils. Corrective action (1/9/16) will remain open. This was addressed in Technical Memo from Wenck (January 19, 2016). Monthly photo will be taken.	

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2015-035	LaMettry's Chanhassen	2016-12-20
	Building construction continues. Slope to north has been graded but no erosion control measures reinstalled. Representative will be notified. Email sent-- no response. Site revisit on 11/21: no erosion control measures installed on slope to date. 12/20/16: soil piled on north slope still has no erosion control measures installed. Will place a phone call to site rep.-phone number for site rep. has been disconnected. Called Rick LaMettry (owner) and informed him of the lack of protection on slope. He stated he would look into it and get someone on it once the final earth work is completed. Will inspect next month (Jan. 2017).	
2015-036	Saville West Subdivision	2016-12-21
	No work has begun to date.	
2015-037	Purgatory Creek at Hwy 101 Restoration	2016-12-21
	Prior to snow fall-->Construction appears to be completed. BMP's are in place. Erosion mats are installed and stream stabilization is underway. Exposed soils have been covered with spray tac-some areas have vegetation sprouting. Will inspect after spring snowmelt.	
2015-038	Improvements to Field 8 at Miller Park	2016-12-21
	BMP's look good. Site construction complete. Site is snow covered---will have to inspect for vegetation growth in spring 2017.	
2015-039	Miracle Field	2016-12-20
	Construction complete. Inlet protection (SE side of project site) needs to be removed prior to site being closed. Site representative was notified concerning removal of inlet protection--multiple times. Inlet protection is still in place as of December 2016 inspection. Site is stable.	
2015-041	Eden Prairie Center Landscaping	2016-12-20
	Construction and landscaping appear to be complete. Site looks good/stable.	
2015-048	Page I Ice Facility Addition	2016-12-21
	Construction of building foundation/walls underway. Silt fences in place. Rock entrance installed. Site BMP's look good. Site grading underway. Tie into sewer is underway. Parking lot torn up. Final footing excavation for last wall underway--hauling of soils. Heavy tracking to parking lot --east. Spoke to site supervisor and they will do end of shift clean up--daily.	

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2015-050	Arbor Glen Chanhassen	2016-12-20
	No construction observed to date.	
2015-051	Chapel Hill	2016-12-20
	Site construction complete. Site has been graded and seeded-- vegetation growing. Site looks good. Catch basin protection still in place.	
2015-053	RBSC Chanhassen LLC	2016-12-20
	No construction has begun. Site was being used as lay down yard for Hwy. 5 construction. Demobilization is complete. Catch basin protection still in place. Exposed soils have been covered and now vegetation is established. Snow covered during December inspection.	
2015-055	Hampton Inn Eden Prairie	2016-12-20
	No construction has started.	
2015-056	Oster Property	2016-12-20
	Construction complete. Silt fences /bio-logs and rock entrance installed. All other BMP's look good. Site is snow covered. Will have to inspect after spring snowmelt.	
2015-058	Prairie Center Clinic Addition	2016-12-20
	Construction continues. BMP's are good	
2015-059	19108 Twilight Trail	2016-12-20
	Landscaping complete. Orange silt fence on west and north still installed--site is stable	
2015-060	Optum Parking Expansion	2016-12-20
	Construction complete. BMP's installed and look good. East parking lot is complete and stable-catch basin protection still installed. Asphalt on west lot is complete and curb-gutter have been installed. Vegetation mats have recently been installed-no vegetation growth to date. Overall site conditions are good. Snow covered during December inspection.	

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2015-061 **Ingram Property** **2016-12-20**

No construction observed to date.

2015-062 **MnDOT SP 1002-100 TH5** **2016-12-20**

Construction complete. Bio-logs have been removed. Site looks good. (November). Vegetation established. One 40ft section of silt fence still in place-east of McDonalds. Site is stable.

2016-004 **Round Lake Park Improvements** **2016-12-21**

BMP's look good. Site construction complete--parking lot/lots- curb gutter and asphalt has been installed. (November). Site is snow covered and final construction has idled. Will have to inspect for vegetation growth in spring 2017.

2016-005 **Staring Lake Play Area** **2016-12-20**

Construction complete. Vegetation is growing. All temporary BMP's are removed. Vegetation on north slopes not established-same as November inspection. Snow covered. Will have to inspect after spring snowmelt.

2016-006 **Soccer Field 10 at Miller Park** **2016-12-21**

BMP's look good. Site construction complete. Site is snow covered---will have to inspect for vegetation growth in spring 2017.

2016-007 **Meditech Phase II** **2016-12-21**

Construction complete. Site is stable. Catch basin protection has been removed.

2016-009 **Stratus Court Stormsewer Outfall** **2016-12-20**

No construction has started.

2016-010 **Minnetonka HS Parking Improvements** **2016-12-21**

Construction is complete. Temporary BMPs have been removed. All exposed soils have been spray-tac'd and vegetation has started growing. Should be stable after spring-2017 growing season.

2016-012 **Minnetonka HS Parking Additions** **2016-12-21**

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Construction is complete. Parking lot curb/gutter installed-asphalt is in place. Most BMPs have been removed except a couple of bio-logs. All exposed soils have been spray-tac'd and vegetation has started growing. Should be stable after spring 2017 growing season

2016-013 Eden Prairie Schools Parking Expansion 2016-12-20

No construction observed to date.

2016-014 Chanhassen Chick-Fil-A 2016-12-20

Construction continues. BMP's in place.

2016-015 18321 Heathcote Lane 2016-12-21

Silt fences installed/in good condition-one area down to provide access for pool installation. Site grading underway. Rock/gravel entrance is good. BMP's look good. Site is snow covered. House construction continues.

2016-017 SWLRT 2016-12-20

No construction observed to date.

2016-018 6830 Utica Terrace 2016-12-21

House construction. Silt fences are in place. Rock walls are complete. Site is snow covered. Next inspection will be after spring snowmelt.

2016-019 Powers Ridge Lot 2 2016-12-20

No construction has begun to date.

2016-020 Prairie View Enclave 2016-12-20

No work has begun to date.

2016-021 Cedar Hills Park 2016-12-20

Clearing of site appears to be complete. Wood chip site entrance has been replaced with rock. No earthwork has begun to date--heavy equipment is onsite. Silt fences have been installed. Work near creek is underway. BMP's look good.

2016-022 SP 1017-105 Cable Barrier 2016-12-20

Construction complete. Vegetation mats in place. Will have to inspect after spring snowmelt for vegetation growth.

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2016-024	Bandimere Park Improvements	2016-12-20
	Construction complete. Silt fences installed. BMP's are good. Sprayed tac and landscaping completed prior to snowfall. Ice rink installation underway way.	
2016-025	18374 Heathcote Lane	2016-12-21
	Construction of additions complete--remodel continues. Slight tracking to street. Driveway installed and grading complete. Site BMPs looks good. (December)	
2016-026	Foxwood Development	2016-12-20
	Construction has idled. Asphalt/curb-gutter have been installed near entrance to site. Silt fences installed on entire site. BMP's look good. First few home sites are up for sale. Site is snow covered.	
2016-027	Taco Bell	2016-12-20
	Construction continues. Site is well contained for erosion runoff-- minor use of silt fences or bio-logs. Asphalt parking completed. Site in good condition.	
2016-028	Summit Place Apartments Drainage Improvements	2016-12-20
	No construction observed.	
2016-030	IDI Distribution Building Expansion	2016-12-20
	Construction of addition continues. Catch basin protection has been installed. Silt fences on north side installed. Some over topping of first row of silt fence- 2 additional fences have been installed. Rock entrance installed at new entrance location. Catch basin protection at Basin east southeast of entrance has been installed.	
2016-031	MN River Bluffs Trail Crossing	2016-12-20
	Construction complete. BMP's in place. Catch basin protection in place as of November-snow covered during December inspection. Site was spray tac'd prior to snowfall. Will have to inspect after spring snowmelt.	
2016-032	County Highway 61	2016-12-20
	No construction started.	
2016-033	Anderson Lakes-Purgatory Trail	2016-12-20
	No construction observed to date.	
2016-034	Staring Lake Trail	2016-12-20
	Construction complete. Vegetation mats installed. Site looks good. Snow	

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covered. Will inspect for vegetation growth in spring.

2016-035 Riley Lake Road Sidewalk 2016-12-20

Construction complete. Sidewalk in place. BMP's installed. Sod and vegetation mats installed. Catch basin protection installed. Site is snow covered during December inspection. Will have to wait to spring snowmelt to verify site is stable.

2016-036 Collegeview Drive Sidewalk 2016-12-20

Construction complete. Spray tac applied to soils. No vegetation growing. Snow covered. Will have to inspect after spring snowmelt. Wood chip bio-logs in place.

2016-037 Prestige Day Care 2016-12-20

No construction to date.

2016-038 Optum Technology Drive Improvements 2016-12-20

Hillside has been scraped--November inspection. No BMP's installed. Snow covered--unable to determine conditions.

2016-039 Powers Ridge Senior Apartments 2016-12-20

No construction has begun to date.

2016-040 18995 Minnetonka Blvd 2016-12-21

Construction of house continues. Silt fence in place. Backfilling and grading complete. Site is snow covered.

2016-041 Chanhassen West Water Treatment Plant 2016-12-20

Silt fences have been installed on site. No construction to date.

2016-043 Bongards Redevelopment 2016-12-20

Construction has started. BMP's are adequate. Site is now covered.

2016-044 Dell Rd & Riley Creek Repair Project 2016-12-20

Construction underway. Site will be straw covered until spring. Vegetation and matting will be installed in spring-2017. Will inspect on 12/23/16 (Friday)--final construction will be completed and not snow covered. 12/23—site looks good.

2016-FT01 DNR Wetland 27101000 Sediment Removal 2016-12-20

Work is complete. Site is stable. Spoke with City and it had been completed a

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while ago---This will be the last site visit for this permit.

2016-FT02 **Mitchell and McCoy Lake Outlet Sediment Removal** **2016-12-21**

BMP's look good. Site construction complete. Site is snow covered---will have to inspect for vegetation growth in spring 2017. Bio-log still in place.

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

Staff Report

January 4, 2016

Administrative

10-Year Plan

Staff took comments from the board, CAC and TAC and revised the prioritization tool to include additional variables. This tool will be presented at the Board Workshop.

Aquatic Invasive Species

The District will be coordinating a summit with all of our partners, consultants, DNR and staff to discuss aquatic invasive species management in both Riley Creek and Purgatory Creek Watershed.

Budget

No new update

Data Request

A request was asked in regards to communications about appointment for the CAC.

James Johnson requested curly-leaf pondweed residual herbicide collection points on Red Rock Lake for his analysis.

Jeff Weis and Shanna Braun requested Pfankuch and MN Stream Habitat Assessment scores from the upper reaches of Riley Creek which the District walked this year. This was part of the CRAS II.

The District requested and received water quality data from THree Rivers Park (Hyland Lake) and the City of Eden Prairie (Red Rock, Mitchell, Idlewild, and Round Lake). This will allow the district to analyze data and update the Fact Sheets.

Governance Manual

No additional changes were made to the Governance Manual.

Grants

Hennepin County Grant for Scenic Heights. The County is awarding the District \$50,000 for the project.

Plan Amendment

No plan amendment is pending at this time. All amendment have been sent to agencies for their record and are posted on the website.

Office

Staff met with vendors to identify technology needs and costs. Imagine IT was recommended by the NMCWD. We've identified needs to improve our technology efficiencies. We also met with

MSpace to identify hardware needs for the boardroom and permit room, such as projector and audio needs.

Permitting

We are working with developers on permit requirements.

Site Investigations

Staff was updated on possible work that began without a permit near Silver Lake and has been working with the City of Shorewood to address the situation.

Sound insulation

Noise continue to disrupt our work environment.

Citizens Advisory Committee

December meeting

The CAC met for their regular meeting on December 19th. Several motions were passed. The minutes are included in the board packet.

2017 CAC applications

An unofficial ballot was distributed to board managers to facilitate discussion of CAC appointments. The ballot asked that board members select 13 applicants, or to note if they would prefer a different number of members. Other comments were also solicited. The information collected is summarized in the board packet. The CAC applications are also included again for reference. Again, this information is provided to facilitate discussion at the board meeting, and does not constitute an official vote.

Technical Advisory Committee

The TAC met in December to discuss a modified prioritization tool. Staff took the comments from the CAC, TAC and Board and modified the tool based on the comments. This new modified tool will be presented to the managers at the next board meeting.

Programs and Projects

District-Wide

Cost-share program

2016 Summary

This year saw the greatest interest in the cost-share program since its creation. In total, 15 grants were awarded: 11 residential (including 2 Master Water Steward capstone projects), 3 local government, and 1 homeowner's association. There was greater diversity in project types this year compared to last year: 6 raingardens, 5 lake buffers, 1 wetland buffer, 1 water conservation planting, 1 sediment trap & swale, and 1 iron-enhanced sand filter. Grants were well distributed geographically, with the exception of the Bluff Creek watershed. A more targeted outreach campaign in this area may be a consideration for next year's grant cycle.

The program is proving to be beneficial not just from a water quality standpoint, but as an education and community capacity tool. Cost share grant recipients continue to engage with the district in volunteer and public input capacities. For example, at the recent Watershed Outreach Workshop, seven of the attendees were past grant recipients. Participants are also helping to increase knowledge and acceptance of best management practices: one of the lake buffer projects this year was initiated because the homeowners watched their neighbor go through the grant process and became interested.

The map and table below show the locations and details of the 2016 projects. They are coded by category: blue = residential, grey = Master Water Steward, gold = city, red = HOA.

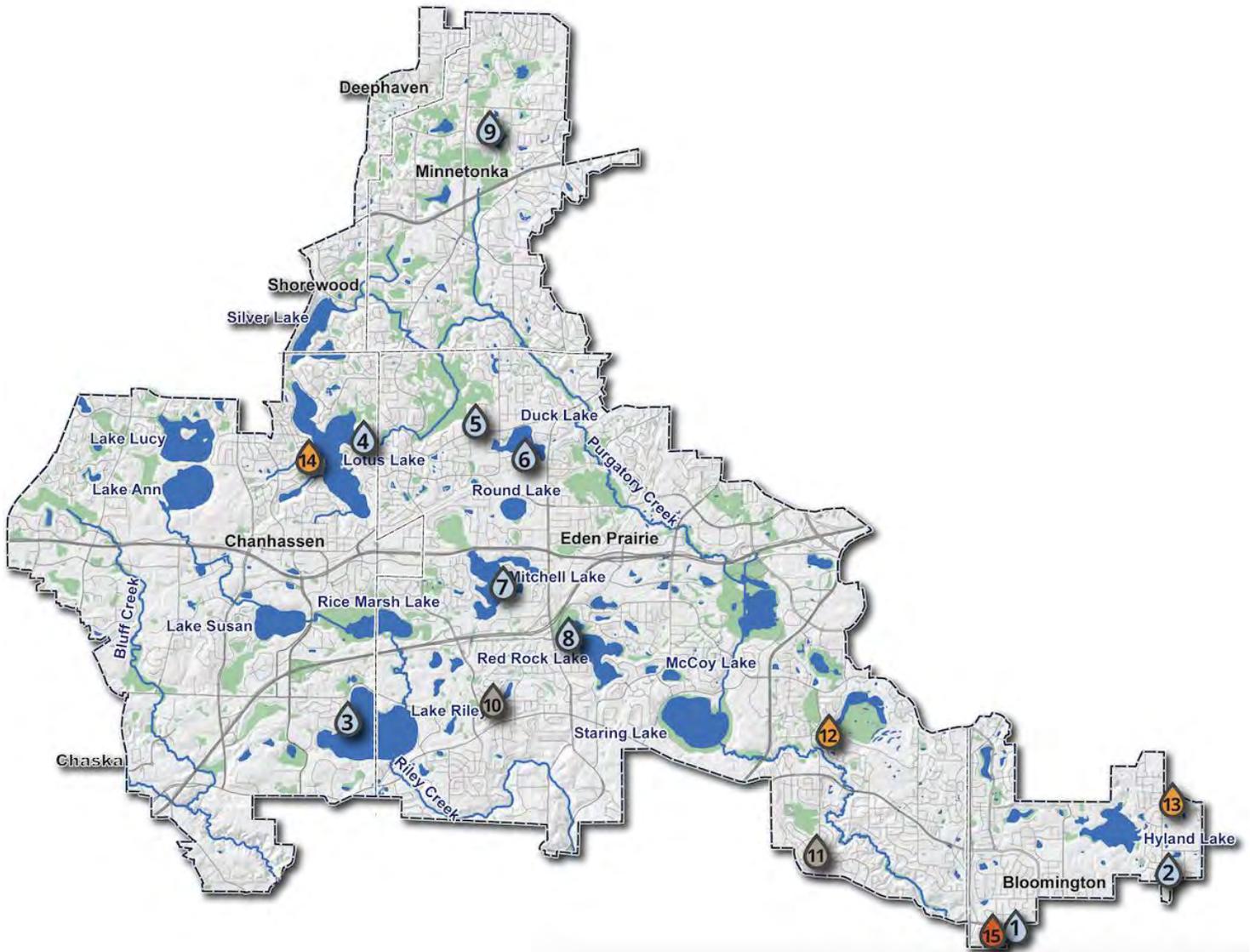


Table: 2016 Cost-Share Project Summary

Map key	Category	Applicant	City	Project Description	Water treated in a 1.1" rain event (gal)	Phosphorus removed annually (lbs)	Sediment removed annually (lbs)	Buffer restored (square ft)	Project cost	Award
1	Residential	Blake & Danielle Guither	Bloomington	Raingarden & swale	3000	ND	ND	NA	\$7,500	\$3,000
2	Residential	Iris Karow	Bloomington	Raingarden & swale	598	0.05	16	NA	\$10,207	\$3,000
3	Residential	Carter Reese	Chanhassen	Lake buffer	NA	NA	NA	4200	\$6,468	\$3,000
4	Residential	Rodney Williams	Chanhassen	Sediment trap & swale	3472	0.11	50.04	NA	\$8,467	\$3,000
5	Residential	Randall & Lynn Berntson	Eden Prairie	Raingarden	1212	0.25	11.92	NA	\$4,654	\$3,000
6	Residential	Jay & Maryanne McNab	Eden Prairie	Lake buffer	NA	NA	NA	930	\$6,403	\$3,000
7	Residential	Shari Lackey	Eden Prairie	Lake buffer	NA	NA	NA	2,500	\$5,605	\$3,000
8	Residential	Tom & Stephanie Baker	Eden Prairie	Lake buffer	NA	NA	NA	280	\$3,975	\$2,981
9	Residential	David Haeg	Minnetonka	Wetland buffer	NA	NA	NA	1200	\$2,468	\$1,851
10	Water Steward	Matt London	Eden Prairie	Raingardens	276	0.93	3	NA	\$325	\$125
11	Water Steward	Lori Tritz	Eden Prairie	Raingardens	260	ND	ND	NA	\$646	\$326
12	City	City of Eden Prairie	Eden Prairie	Conservation planting	NA	NA	NA	NA	\$19,500	\$9,750
13	City	City of Bloomington	Bloomington	Iron-enhanced sand filter	11370	8	6000	NA	\$90,000	\$20,000
14	City	City of Chanhassen	Chanhassen	Lake buffer	NA	NA	NA	6500	\$25,334	\$9,667
15	Home Owner Assoc	Cavell HOA	Bloomington	Raingarden	2000	0.3	36.44	NA	\$11,000	\$8,250
				Totals	22188	9.64	6117.4	15610	\$202,551	\$73,951

District Floodplain Vulnerability

Engineer Brandon Barnes and Administrator Bleser presented at the MAWD Conference on the results of this project and our efforts with our Community Resiliency grant. Barnes and Bleser applied to present at the National Adaptation Forum to be hosted this Summer in Saint Paul, MN May 9-11.

MPCA Community Resiliency Grant

Our first kickoff core team meeting was well attended. Six communities took part in the meeting and one was unable to make it but is interested in taking part in the process. After the meeting all communities confirmed that they wanted to take part in the process except for Eden Prairie which identified overlaps in what we are doing with their process that they will be doing later this spring. Eden Prairie has invited the District to take part in their process. General education forum will be January 28th, workshop 1 January 31 and workshop 2 February 8.

Total Maximum Daily Load

Work on Silver Lake and Rice Marsh Lake will be finalized by end of year.

Data Collection (J. Maxwell)

Rice Marsh Aeration

Although the unit was pulsed monthly without any problems this summer to ensure operation this winter, when staff went to turn on the unit one pump was not working. Staff replaced the pump with a previously refurbished one and it worked well. Staff did check the unit after Christmas and a very large hole had formed which indicated the unit was working well. However, the pump that was replaced was not distributing air as most of it was escaping out of the safety release valve. Staff will monitor the unit and take it apart to see if any additional

blockages have occurred since last year. Thin ice signs have been placed and the public access has been marked, however someone removed the sign which will need to be replaced.

Winter Field Season

Staff will begin winter sampling in January. Staff will monitor the Purgatory Chain of Lake for the next three years including: Silver Lake, Lotus Lake, Staring, Mitchell, and Red Rock with perhaps some additional lakes. Staff will also monitor the same ponds near Eden Prairie Center to assess salt levels (Pond A, Pond B, Eden Lake, Pond K).

Staff has been busy compiling and analyzing data to place in the annual report. Additionally, staff is working with Barr to develop an App that will allow for data collected in the field to be automatically entered and uploaded to the EQUIS database. Lake Level sensors have been sent for their annual maintenance and checkup and the data is being analyzed.

Carp Management

Staff will begin using telemetry to track common carp movement in January. Staff has also been in contact with the commercial fisherman in the area and the plan is to conduct winter seining on Staring Lake. Staff met with Minnehaha Creek Watershed District staff this month to help assist MCWD with taking on more of a role in their own carp management instead of contracting out.

Staff completed all carp sampling for the year this month. Fyke netting was completed and yielded very few juvenile carp indicating little recruitment occurred in all lakes (only a few captured in Purgatory Creek Lower Recreational Area via electrofishing). Many 2yr-3yr old carp were captured in both Staring and the Recreational Area this year which is in line with what the University of Minnesota saw last year. They captured many juvenile carp in 2014-2015 in Staring and recorded a large recruitment class in the Purgatory Recreational Area which is what staff saw this year. As of now relatively low adult numbers have been captured in all lakes except Staring and the Purgatory Recreational Area. Carp were tagged in Staring (9) and in the Purgatory Recreational Area (6) for winter guided seining to remove carp. A full and complete summary of the results will be available in the annual report. Staff has also been in preliminary discussion about the use of a modified fyke net placed in the creek during spring to capture adult carp moving into the rec area.

Creek Restoration Action Strategy

Staff has been working with Jeff Weiss from Barr Engineering on upper Riley Creek as part of the CRAS II evaluation. Options for adding additional water storage by expanding current stormwater ponds and creating others was discussed. The use of porous concrete to capture water to reduce runoff was also discussed moving forward. This would alleviate the magnitude of flow/current that is degrading streambanks downstream. Staff also met with Terry Jeffery about the feasibility of increasing storage in the identified areas.

Staff conducted a stream walk on Riley Creek from Highway 5 to Rice Marsh Lake as part of the regular rotation of stream walks. Originally, the scores developed for these subreaches were based on photo review and previous stream walk summaries. It will also be useful to have these updated scores because the subreaches walked were also the subreaches assessed by RPBCWD

staff and Barr as part of the CRAS II assessment. Early this year staff walked Bluff Creek from Pioneer Trail down (B1) and will be working to summarize this data also.

WOMP Station - Metropolitan Council

Staff will be visiting the WOMP stations in early January using the Met Council's new procedures. The main changes are increasing unbiased base sampling to every other week, discrete auto sampling to capture more of the rising limb of storms (referring to hydrograph), adding field blanks (QC), eliminating the use of the secchi tube, along with some changes with the lab testing.

University of Minnesota

19 December 2016

Melaney Dunne, graduate student, University of Minnesota, with input from Dr. Ray Newman, University of Minnesota

Work in November and December was focused on completing turion viability analysis for Lakes Mitchell, Riley, Susan, and Staring. In addition work focused on analysis of the 2016 field season data for the upcoming Watershed District Annual Report and Lake Vegetation Management Plan (LVMP) annual reports to the DNR for Lakes Riley and Susan.

The turion densities and viability are as follows:

Lake Staring: 18 turions/m², 95% viable

Lake Riley: 2 turions/m², 100% viable

Lake Mitchell: 27 turions/m², 64% viable

Lake Susan: 22 turions/m², 88% viable

All of these turion densities are relatively low, but worthy of continued monitoring.

Work in December and January will continue on data analysis and completing the Annual Report to the Watershed and the LVMP reports to the DNR.

Service Learners

Some of our service learners presented posters of their learning experience. Some of their posters will be in display at the next board meeting.

Education and Outreach (M. Jordan)

Adopt a Dock Program

No new updates

AIS Jr Inspector

No new updates

Annual Communication

Copies of the Annual Communication and the Trail Map were mailed to local leaders and partners. Copies are being distributed to local city halls, libraries, and community centers.

Lakes and Creeks Water Quality Report

Work continues on the fact sheets. Aerial photos are being incorporated.

Master Water Stewards Program

Below is a photo from the graduation program for the Spring 2016 cohort of stewards. Now that they are graduated, the stewards volunteer 50 hours in the next year. Staff are scheduling a volunteer orientation for the stewards. The purpose is to orient them to the district's volunteer needs, and make sure that they have the direction and support they need in their volunteer work.



Outdoor Learning Center

Staff continue to develop the curriculum for the Watershed Explorers summer camp. Staff will be returning to the center in February to help with the winter session of the water class.

Updated signage

Updated creek-crossing signs were developed and printed, and are now beginning to be installed in Eden Prairie. The District will be asking Chanhassen, Minnetonka and Hennepin County if these can be places at waterbody crossings. The existing signs date back to before Bluff Creek was added to the watershed district.



Scenic Heights School Forest

The Minnetonka School District in addition to in-kind support will be contributing \$45,000. Our grant with Hennepin County was also successful, they will be awarding us a grant of \$50,000. This is a total of \$95,000 (approximately 36% of total cost) in partners financial support in addition to the in-kind support from Minnetonka and Minnetonka School District.

Service learners

The service learners completed their hours, and presented on their volunteer work at poster session for their class. Staff attended the session to recognize the students for their great work.



Social media (Twitter, Facebook, Instagram, etc)

Staff continue to use social media to connect with community members.

Watershed Outreach Workshop

Staff finished first-round coding of the meeting comments dataset and sent it to Peggy Knapp at Freshwater Society for review and second-round coding. This round is now in review, and themes are beginning to emerge. Once coding is finalized, the data will be summarized and shared with participants for comment. After their comments are incorporated, a final summary will be shared with the board, CAC, and generally public. The data will then be used in guiding the creation of the education and outreach plan.

Website

The website has been updated to highlight the annual communication and trail map.

Winter Maintenance Training

No new updates

Bluff Creek One Water

Bluff Creek Fish Passage

We are working with BWSR to see if funds can be transferred to another project. At this stage, we are working with the City of Chanhassen to determine potential new restoration site in Bluff Creek. BWSR would prefer us to use the grant dollars for a site within the watershed that would do restoration in Bluff Creek.

Riley Creek One Water

Chanhassen Town Center

We are hoping to complete this project by the end of the year.

Lake Susan Park Pond

In October the pond was sampled via electrofishing to assess carp numbers to ensure it was not a source of recruitment for Lake Susan. Some adults were captured however a moderate number of bluegills were present which would help control carp. Water quality data collected this year has confirmed results collected in 2015 that the pond is unusually clean. More results will be included in the annual report.

Lake Susan Water Quality CIP Project

Project completed.

Lake Riley Water Quality Project (Alum)

Early water quality results show Lake Riley responded well to the alum treatment earlier this year. Average Secchi depth increased, Chlorophyll-a and Total Phosphorus concentrations both decreased to below or near MPCA water quality standards. Wenck will summarize results and providing an update soon.

Purgatory Creek One Water

Purgatory Recreational Area Berm

The City of Eden Prairie installed a temporary boardwalk and attempted to stabilize the unstable berm in November. Staff was out later in November and noticed some of the rock material had begun to mobilize under the current low flow conditions (2nd picture). Spring rains may have a significant impact on the structure.



Purgatory Creek at 101

Restoration on Purgatory Creek has been completed in mid November.



Professional Workgroups and Continuing Education

Minnesota Association of Watershed District

No new updates.

Volunteer management training

Jordan attended a 2-hour training on Volunteer Management, hosted by the Freshwater Society, December 13. The training was presented by Amy Rager and Andrea Lorek Strauss, U of M extension educators. They shared their knowledge and experience from working with volunteers through the Master Naturalist Program. There were many useful concepts and techniques presented. For example, it is important to understand what motivates people to volunteer, which generally falls into three categories: achievement, affiliation, and influence. It is possible then to build volunteer opportunities that satisfy these motivations. Another concept was the need for hosting a volunteer orientation, to introduce volunteers to the organization and make sure they have the support to do their work. Staff will be incorporating these concepts into district volunteer programming.

Stormwater Con

Bleser, Sobiech, Williams and Anderson-Wenz submitted an abstract for Stormwater Conference. StormCon is the world's largest stormwater pollution prevention conference and trade show.

Watershed Partners

No new updates

Wednesday, January 4, 2016

Re: Item 6c and d – November Treasurer's report

Dear Managers,

As per District's Internal Controls and Procedures for Financial Management, the Administrator has reviewed the bills and recommends payment as outlined on page 2 of the Treasurer's report.

The administrator recommends that \$68,000 from reserve be allocated to permitting activity and \$5,000 to office costs.

Sincerely,



Claire Bleser

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

Treasurers Report

November 30, 2016

REPORT INDEX

page #	Report Name
1	Cash Disbursements
2	Fund Performance Analysis - Table 1
4	Multi- Year Project Performance Analysis - Table 2
4	Grant and Other Income Performance Analysis - Table 3
5	Balance Sheet
6	Klein Bank Visa Activity
7	Opinion Report

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT
Cash Disbursements
November 30, 2016

<u>Accounts Payable</u>	<u>Amount</u>
Amy Herbert LLC	\$ 679.35
Barr Engineering Company	62,081.85
BlueCross BlueShield of Minnesota	5,434.28
Building Solutions Group	3,913.00
CenturyLink	125.40
City of Chanhassen	25,000.00
Claire Bleser	211.52
David Ziegler	151.20
Delta Dental	320.55
Dorothy E. Pederson	175.05
Dragonfly Promotions	78.95
Dunn and Semington Printing	672.88
Freshwater Scientific Services, LLC	950.00
Jacquelyn Ginter	300.00
Jill Crafton	362.23
JMSC Futurity, PLLC	1,395.00
Josh Maxwell	176.67
Klein Bank Visa	4,626.51
Larson Records Management	39.95
League of Minnesota Cities	34.00
Michelle Jordan	94.61
Minnesota Native Landscapes	183,944.37
Purchase Power	199.47
Regents of the University of Minnesota	1,875.00
Smith Partners PLLP	13,501.20
Southwest Newspapers	951.81
The Lincoln National Life Insurance Company	235.30
Water Street Property Management, LLC	3,927.91
Wenck Associates Inc	342.50
Xcel Energy	15.83
Xcel Energy	23.83
Zachary Dickhausen	32.40
Total Accounts Payable	<u>\$ 311,872.62</u>

<u>Payroll Disbursements</u>	<u>Amount</u>
Payroll Processing Fee	\$ 145.00
Manager Payroll Taxes	17.21
Administrator Salary	7,753.92
Staff Salary	7,445.40
Temporary Employee Salary	2,217.51
Administrator Payroll Taxes	562.85
Staff Payroll Taxes	537.98
Temporary Employee Payroll Taxes	174.06
PERA Match	1,306.20
Total Payroll Disbursements	<u>\$ 20,160.13</u>

Total Disbursements **\$ 332,032.75**

Memos

The 2015 mileage rate has increase to 0.575¢ per mile. The 2016 mileage rate is 0.54¢ per mile. Klein Bank Visa will be paid online.

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT
Fund Performance Analysis - Table 1
November 30, 2016

	<u>2016 Budget</u>	<u>Month Ended Nov. 30, 2016</u>	<u>Year to Date Nov. 30, 2016</u>
REVENUES			
Property Tax Levies	2,481,500.00	0.00	1,275,580.46
Data Collection	0.00	0.00	5,500.00
Education & Outreach	0.00	0.00	0.00
Grant Income	0.00	0.00	8,100.00
Interest Income	0.00	0.00	28.35
Permit Income	15,000.00	0.00	26,108.00
Other Income	0.00	0.00	0.00
TOTAL REVENUES	\$ 2,496,500.00	\$ 0.00	\$ 1,315,316.81

EXPENDITURES

Administration

Accounting/Audit	\$ 34,000.00	\$ 1,540.00	\$ 30,179.79
Advisory Committee	4,500.00	885.18	1,032.63
Engineering Services	103,000.00	7,871.50	24,787.62
Insurance and Bonds	10,000.00	817.61	10,034.11
Legal Services	75,000.00	8,602.30	82,784.14
Manager Expenses	18,500.00	554.09	10,448.52
MAWD	3,500.00	0.00	4,000.00
Office Costs	67,500.00	10,133.87	67,557.12
Permit Review and Inspection	100,000.00	11,070.60	159,576.36
Recording Services	15,000.00	679.35	6,043.56
Staff Costs	265,500.00	21,594.42	217,972.62
Total Administration Costs	\$ 696,500.00	\$ 63,748.92	\$ 614,416.47

Programs and Projects

DISTRICT WIDE

	\$ 75,000.00	\$ 25,000.00	\$ 61,563.71
○ ♦ AIS			
○ ♦ Community Resilience MPCA	10,000.00	3,092.50	5,380.50
Cost Share Program	150,000.00	1,699.05	96,352.45
Creek Restoration Assessment Strategy	25,000.00	5,150.00	17,632.90
Data Collection	180,000.00	12,047.94	151,350.76
District Floodplain Atlas 14	10,000.00	0.00	0.00
District Floodplain Vulnerability Evaluation	55,000.00	0.00	78,561.80
‡ Education & Outreach	104,000.00	8,301.42	85,692.79
TMDL MPCA	30,000.00	1,887.50	3,127.95
U of M	75,000.00	0.00	56,454.01
Watershed Plan	100,000.00	8,625.35	67,348.84
○ Repair and Maintenance	0.00	0.00	0.00
○ Survey and Analysis	0.00	0.00	23,792.63
Total District Wide Costs	\$ 814,000.00	\$ 65,803.76	\$ 647,258.34

○ Denotes Multi-Year Project - See Table 2 for details

♦ Grants are supplementing the projects - See table 3 for further details

* Denotes the project will be overlapping by one year as it was not fully complete by year end.

‡ Includes the Master Design Items - See Table 2 to details

See Accountants Complation Report

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT
Fund Performance Analysis - Table 1
November 30, 2016

	<u>2016 Budget</u>	<u>Month Ended Nov. 30, 2016</u>	<u>Year to Date Nov. 30, 2016</u>
BLUFF CREEK ONE WATER			
○ ♦ Fish Passage Bluff Creek	\$ 0.00	\$ 0.00	\$ 5,326.85
○ ♦ Chanhassen HS Reuse	5,000.00	4,392.80	6,856.80
Total Fish Passage Bluff Creek Costs	<u>\$ 5,000.00</u>	<u>\$ 4,392.80</u>	<u>\$ 12,183.65</u>
RILEY CREEK ONE WATER			
○ ♦ Chanhassen Town Center	\$ 0.00	\$ 2,067.00	\$ 9,314.00
○ Lake Lucy Iron Enhanced	400,000.00	0.00	62.32
○ Lake Susan Improvements	0.00	61.50	194,086.65
○ ♦ Lake Susan Improvements Phase 2	0.00	2,712.00	4,767.30
Lake Riley - CLP Treatment	10,000.00	0.00	3,850.00
Lake Riley EWM Treatment	10,000.00	0.00	4,819.00
○ Lake Riley Alum Treatment	60,000.00	47.50	215,419.26
Lake Susan - CLP Treatment	10,000.00	0.00	2,138.85
Lake Susan Alum Treatment	11,500.00	0.00	11,005.32
Rice Lake Marsh Aeration	15,000.00	15.83	779.62
Rice Lake Marsh Alum Treatment	11,500.00	0.00	11,005.52
Lower Riley Creek Stabilizations	265,000.00	0.00	93,877.18
Total Riley Creek One Water Costs	<u>\$ 793,000.00</u>	<u>\$ 4,903.83</u>	<u>\$ 551,125.02</u>
PURGATORY CREEK ONE WATER			
○ Purgatory Creek Restoration	\$ 0.00	\$ 204,254.75	\$ 241,615.28
○ Purgatory Creek Lakes UAA	50,000.00	0.00	155,159.90
* Silver Lake Paleolimnology	0.00	0.00	2,188.00
Mitchell Lake Plant Management	15,000.00	0.00	3,905.25
Red Rock Lake Plant Management	15,000.00	0.00	7,097.78
♦ Fire Station 2 Water Reuse	0.00	0.00	0.00
Total Purgatory Creek One Water Costs	<u>\$ 80,000.00</u>	<u>\$ 204,254.75</u>	<u>\$ 409,966.21</u>
Contingency Reserve	\$ 108,000.00	\$ 0.00	\$ 0.00
Total Contingency Reserve Costs	<u>\$ 108,000.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
TOTAL EXPENDITURES	<u>\$ 2,496,500.00</u>	<u>\$ 343,104.06</u>	<u>\$ 2,234,949.69</u>
Excess (Deficiency)	<u>\$ 0.00</u>	<u>\$ (343,104.06)</u>	<u>\$ (919,632.88)</u>

- Denotes Multi-Year Project - See Table 2 for details
- ♦ Grants are supplementing the projects - See table 3 for further details
- * Denotes the project will be overlapping by one year as it was not fully complete by year end.
- ‡ Includes the Master Design Items - See Table 2 to details

See Accountants Compilation Report

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT
Multi-Year Project Performance Analysis - Table 2
November 30, 2016

	<u>Total Available for Project</u>	<u>2016 Budget</u>	<u>Month Ended Nov. 30, 2016</u>	<u>Year to Date Nov. 30, 2016</u>	<u>Lifetime Costs</u>	<u>Remaining Budget Funds</u>
Projects						
○ ◆ Chanhassen Town Center	\$ 63,000.00	0.00	2,067.00	9,314.00	20,600.50	42,399.50
○ ◆ Fish Passage Bluff Creek	415,000.00	0.00	0.00	5,326.85	24,793.39	390,206.61
○ Lake Lucy Iron Enhanced	450,000.00	400,000.00	0.00	62.32	62.32	449,937.68
○ Lake Riley Alum Treatment	260,000.00	60,000.00	47.50	215,419.26	234,794.79	25,205.21
○ Lake Susan Improvements	275,000.00	0.00	61.50	194,086.65	272,134.10	2,865.90
○ ◆ Lake Susan Improvement Ph 2	383,400.00	0.00	2,712.00	4,767.30	14,098.98	369,301.02
○ Purgatory Creek Lakes UAA	250,000.00	50,000.00	0.00	155,159.90	249,996.40	3.60
○ Purgatory Creek Restoration	661,094.00	0.00	204,254.75	241,615.28	320,455.56	340,638.44
○ ◆ Chanhassen HS Reuse	250,000.00	5,000.00	4,392.80	6,856.80	6,856.80	243,143.20
○ ◆ Community Resilience MPCA	47,000.00	10,000.00	3,092.50	5,380.50	5,380.50	41,619.50
Total Multi-Year Project Costs	\$ 3,054,494.00	\$ 525,000.00	\$ 216,628.05	\$ 837,988.86	\$ 1,149,173.34	\$ 1,905,320.66
Programs						
○ Repair and Maintenance	\$102,005.00	0.00	0.00	0.00	0.00	102,005.00
○ Survey and Analysis	37,257.00	0.00	0.00	23,792.63	24,165.26	13,091.74
Total Program Costs	\$ 139,262.00	\$ 0.00	\$ 0.00	\$ 23,792.63	\$ 24,165.26	\$ 115,096.74
Other						
‡ Master Design	\$ 20,500.00	0.00	0.00	1,904.00	36,475.05	(15,975.05)
Total Other	\$ 20,500.00	\$ 0.00	\$ 0.00	\$ 1,904.00	\$ 36,475.05	\$ (15,975.05)
Total Multi-Year Project Costs	\$ 3,214,256.00	\$ 525,000.00	\$ 216,628.05	\$ 863,685.49	\$ 1,209,813.65	\$ 2,004,442.35

Grant and Other Income Performance Analysis - Table 3
November 30, 2016

	<u>Total Available for Project</u>	<u>Total Grant Amount</u>	<u>Required District Match</u>	<u>Additional District Funds</u>	<u>Partner Funds</u>
○ ◆ Chanhassen Town Center	\$ 63,000.00	\$ 48,000.00	\$ 12,000.00	\$ 3,000.00	\$ 0.00
○ ◆ Fish Passage Bluff Creek	415,000.00	150,000.00	37,500.00	77,500.00	150,000.00
○ ◆ Lake Susan Improvement Ph 2	383,400.00	233,400.00	58,350.00	91,650.00	0.00
◆ Metropolitan Council - WOMP	5,000.00	5,000.00	0.00	0.00	0.00
○ ◆ Chanhassen HS Reuse	250,000.00	200,000.00	50,000.00	0.00	0.00
◆ Fire Station 2 Water Reuse	98,287.00	98,287.00	24,571.75	0.00	0.00
○ ◆ Community Resilience MPCA	47,000.00	27,000.00	9,000.00	1,000.00	10,000.00
Total Grants and Other Income	\$ 1,261,687.00	\$ 761,687.00	\$ 191,421.75	\$ 173,150.00	\$ 160,000.00

- Denotes Multi-Year Project - See Table 2 for details
- ◆ Grants are supplementing the projects - See table 3 for further details
- * Denotes the project will be overlapping by one year as it was not fully complete by year end.
- ‡ Includes the Master Design Items - See Table 2 to details

See Accountants Compilation Report

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

Balance Sheet

As of November 30, 2016

ASSETS

Current Assets

Checking	\$	2,844,167.39
Money Market Savings		75,511.00
Investments		0.00
Total Current Assets	\$	<u>2,919,678.39</u>

Other Assets

Taxes Receivable	\$	0.00
Security Deposit		2,500.00
Prepaid Expenses		14,943.95
Delinquent Property Taxes		17,622.16
Total Other Assets	\$	<u>35,066.11</u>

Total Assets **\$** **2,954,744.50**

LIABILITIES AND NET ASSETS

Liabilities

Current Liabilities

Accounts Payable	\$	133,649.30
Payroll Withholding		34.44
Accrued Payroll		0.00
PERA Withholding		0.00
Total Current Liabilities	\$	<u>133,683.74</u>

Other Current Liabilities

Retainages Payable		23,786.93
Taxes Payable		0.00
Total Other Current Liabilities	\$	<u>23,786.93</u>

Long-Term Liabilities

Deferred Revenues	\$	17,622.16
Unearned Revenue		156,437.61
Permit Escrows		563,775.00
Total Long-Term Liabilities	\$	<u>737,834.77</u>

Total Liabilities **\$** **895,305.44**

Net Assets

Cumulative Fund Balance	\$	2,979,071.94
Excess (Deficiency) Current		<u>(919,632.88)</u>

Total Net Assets **\$** **2,059,439.06**

Total Liabilities and Net Assets **\$** **2,954,744.50**



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Riley Purgatory Bluff Creek
Watershed District
Eden Prairie, MN

To the Board of Managers:

Accountant's Opinion

The Riley Purgatory Bluff Creek Watershed District is responsible for the accompanying November 30, 2016 Treasurer's Report in the prescribed form. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the Treasurer's Report nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the Riley Purgatory Bluff Creek Watershed District. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the Treasurer's Report.

Reporting Process

The Treasurer's Report is presented in a prescribed form mandated by the Board of Managers and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The reason the Board of Managers mandates a prescribed form instead of GAAP (Generally Accepted Accounting Principles) is this format gives the Board of Managers the financial information they need to make informed decisions as to the finances of the watershed.

GAAP basis reports would require certain reporting formats, adjustments to accrual basis and supplementary schedules to give the Board of Managers information they need, making GAAP reporting on a monthly basis extremely cost prohibitive. An outside independent auditing firm is retained each year to perform a full audit and issue an audited GAAP basis report. This annual report is submitted to the Minnesota State Auditor, as required by Statute, and to the Board of Water and Soil Resources.

The Treasurer's Report is presented on a modified accrual basis of accounting. Expenditures are accounted for when incurred. For example, payments listed on the Cash Disbursements report are included as expenses in the Treasurer's Report even though the actual payment is made subsequently. Revenues are accounted for on a cash basis and only reflected in the month received.

JMSC, PLLC

JMSC, PLLC
St. Louis Park, MN
December 28, 2016

POSITION TITLE: Permit and Professional Outreach Coordinator

REPORTS TO: Administration

STATUS: Exempt FLSA

SALARY: \$48,000 - \$69,000

PRIMARY OBJECTIVE:

The Permit and Professional Outreach Coordinator is responsible for the permitting program and development and implementation of professional trainings and outreach about our water resources. The individual will work with the permitting team in reviewing and managing the permitting program for the District. He or she will also work in partnership with staff, the District Engineer, agency and city counterparts, community members and private contractors to develop and implement trainings for professionals and the public whose work or activities impact water resources.

MAJOR AREAS OF ACCOUNTABILITY/ESSENTIAL JOB FUNCTIONS

Permitting

1. Assist Permit Team in the review of permit applications, site plans, and other materials; help perform investigations and research to make recommendations on permit approvals, variances or exceptions.
 - Assists permit applicants with applicability and requirements of District rules, policies, and procedures.
 - Prepares necessary correspondence with applicants or their representatives as needed.
 - Maintains complete records of permit applications.
 - Assures that permits are processed in accordance with all statutory guidelines and District policy.
 - Coordinates review of all permits with Administrator and District Engineer.
 - Presents permit variances and permits requested for a public hearing to the Board as necessary.
 - Ensures ongoing compliance with Board conditions.
 - Monitors permitted sites to ensure compliance with District rules as needed.
2. Assist in the preparation of reports regarding permit issuance for the Board of Managers.
 - Prepares reports for District Administrator as required/requested.
 - Regularly attends Board of Managers meetings for permit presentations.
3. Communicates and corresponds with cities, builders, contractors, engineers, and the public concerning District permit related activities.
 - Responds to permit related inquiries.
 - Responds to public inquiries concerning general District activities.

- Regularly meets and communicates with city officials, developers, builders, contractors, engineers, and neighborhood groups to present information regarding RPBCWD permitting program and process.
 - Implements multi-media and water resource related presentations.
4. Develop and maintain database and filing systems for permits and permitting related issues.
 - Ensures permits are filed on a timely basis.
 - Manages and tracks fees, sureties, and permit reimbursables (e.g. consultant fees).
 - Manages and tracks outstanding conditions on permits conditionally approved by the Board of Managers.
 - Reviews and manages documentation of Maintenance Agreements required for permits.
 - Maintains records of permits with active construction sites.
 - Reviews and manages as-built data for permits with completed construction.
 - Reviews and manages annual reporting or monitoring data required for permits with completed construction.
 - Modifies database organization and structure as needed to ensure documents are tracked accurately.
 5. Serve on the Technical Environmental Panel and review wetland notifications.
 6. Assists in the development of District Rules, policies and procedures relating to permitting.
 - Tracks rule changes recommended by the Board, staff, consultants, and others.
 - Once a year, prepare a report of recommended rule changes and present it to the District Administrator.
 - Assists in the development of language for rule changes.
 - Make recommendations to the District Administrator on policy or procedural changes needed to improve the permitting process.

Professional Outreach

1. Implement targeted trainings to support RPBCWD activities for professionals.
 - a. Coordinate research, assessments, and studies necessary to inform and evaluate training needs.
 - b. Manage the activities of the training programs, including developing a budget for each training program, maintaining records, and reporting to ensure that trainings are efficiently implemented and evaluated. Participate on staff/consultant team to identify needed changes and modify training strategy.
 - c. Cooperate with other staff, contributing ideas, providing comments when requested to ensure effective internal and external communication and collaboration.

2. Serve as the RPBCWD's representative on local and regional professional committees to ensure coordination of communication with other entities

Overall

1. Develop annual position work plan in consultation with Administrator to ensure understanding and agreement on position responsibilities and expectations. Contribute information to the budget planning process regarding program activities. Contribute to organizational planning process to ensure that programs are carried out efficiently
2. Develop and monitor budget for assigned program area and obtain approval on budget items from the Administrator
3. Keep informed of current issues that other agencies, LGUs and special interest groups are dealing with related to assigned work program areas. Keep staff informed of updated information on policies, research, and trends through written and verbal communication to ensure that the organization's programs are efficiently coordinated
4. Ensure that expertise and related skills are developed and maintained by conducting research and attending training programs as approved within budgetary guidelines
5. Perform miscellaneous office duties.

KNOWLEDGE, SKILLS AND ABILITIES: Experience: An Undergraduate degree in Natural Resources/Environmental Science or related field is required, with at least five year of related work experience preferred. Must possess excellent communication skills, organizational skills and demonstrate experience in organizing and coordinating groups of people. Must be willing to travel throughout the watershed and organize/attend occasional evening and weekend meetings. Must possess valid driver's license and ability to operate a motor vehicle. Perform outdoor activities that require walking in diverse field conditions, exposures not limited to heat and wet conditions, and position changes, lifting, pushing, and pulling requirement up to 50 pounds on a regular basis..

Additional Preferred Skills Required:

1. Is able to demonstrate advanced public speaking, writing, facilitation, networking, and interpersonal communication skills
2. Is able to demonstrate knowledge of public process in government, urban resource management and environmental issues, storm water management practices, program management techniques, public education/public information, design and graphics, and group dynamics and interactions
3. Is able to analyze technical reports, and to develop/coordinate/facilitate work teams and individuals
4. Is able to work successfully with considerable independence
5. Is knowledgeable of watershed-based planning, urban environmental planning, and preservation and restoration of urban ecosystems

SALARY

The salary range for this position is \$48,000 – \$69,000 annually, depending on qualifications and experience, plus benefits.

APPLICATION

Please send cover letter with resume along with the name of 3 references to:

Claire Bleser
District Administrator
Riley-Purgatory Bluff Creek Watershed District

cbleser@rpbcwd.org

DEADLINE: January 27, 2017 at 4:30pm

**TASK ORDER No. 20 – Hyland Lake Use Attainability Analysis Update
Pursuant to Agreement for Engineering Services
Riley Purgatory Bluff Creek Watershed District and BARR Engineering Company.
December 28, 2016**

This Task Order is issued pursuant to Section 1 of the above-cited engineering services agreement between the Riley Purgatory Bluff Creek Watershed District (RPBCWD or District) and BARR Engineering Company (Barr or Engineer) and incorporated as a part thereof.

1. Description of Services:

RPBCWD is considering methods of controlling phosphorus inputs to Hyland Lake based on information published in the 2004 Hyland Lake Use Attainability Analysis (UAA), the District's 2011 Water Management Plan and the draft 2016 Minnesota Pollution Control Agency (MPCA) Total Maximum Daily Load (TMDL) analysis. The three main sources of phosphorus input to the lake identified in these studies are watershed runoff, internal loading from the bottom sediments, and curlyleaf pondweed decomposition.

This task order follows a multi-step, outcome-based evaluation and planning process consistent with state and federal requirements for completion of diagnostic studies and feasibility analyses to assess what must be done to achieve lake water quality conditions that support intended beneficial uses. Management of lake water quality invariably involves controlling its phosphorus concentration.

Phosphorus enters the lake's water column in two different ways:

- **Externally** from watershed runoff entering the lake, including discharges from upstream water bodies (if present)
- **Internally** from anoxic lake sediments and/or biological processes within the lake

Both sources of phosphorus need to be controlled. For many lakes, even when external sources of phosphorus have been reduced or eliminated through BMPs, the internal recycling of phosphorus can still support excessive algal growth. External phosphorus loads are usually controlled through the use of watershed BMPs that reduce the phosphorus concentration of runoff waters, while internal phosphorus loads are most often mitigated by either chemical treatment (such as alum or ferric chloride), aeration (hypolimnetic or whole lake), and/or manipulation of the biological components of the lake ecosystem (such as rough fish management or the management of macrophytes such as curlyleaf pondweed).

Our overall goal is to complete a comprehensive update using a rational, step-wise process of data analysis, water quality response modeling, and comparison to the applicable water quality standards. These efforts are followed by impairment diagnosis, modeling of improvement and protection options, and development of an implementation plan with management alternatives for each lake. The assessment process will include the following tasks:

Phase 1: Diagnostic study (based on MPCA Draft TMDL efforts)

- Problem assessment and historic data review
- Source assessment

- Evaluation of numeric targets/goals
- Assessment of target/goal attainability

Phase 2: Management plan

- Development of management strategy
- Development of diagnostic study and management report

The outcome of Phase 1 of this task order will be an updated phosphorus budget for Hyland Lake which account for the land use changes and BMPs implemented in the watershed (since the original UAA was completed in 2004) so management decision can be based on up-to-date science. The efforts in Phase 1 will rely extensively on the work conducted for the MPCA's draft TMDL for Hyland Lake. Phase 2 will provide the District with an updated implementation plan to restore and protect Hyland Lake as part of an overall diagnostic study and management report.

2. Scope of Services:

Engineer's services under this task order shall include:

Phase 1: Diagnostic Study

To minimize duplication of effort and project costs, the diagnostic portion of the this UAA update will rely extensively on the efforts recently completed for the MPCA's draft TMDL for Hyland Lake which includes updated P8 watershed modeling, in-lake mass balance modeling, and an updated phosphorus budget Hyland Lake based on 2015 climatic and land use conditions..

Problem assessment and historic data review

Prior to the start of the project, a project kickoff meeting will be held with the Administrator, District staff, city of Bloomington and Three Rivers Park District to discuss and clarify project objectives and expectations, including the in-lake water quality goals for this lake in relation to the standards already set by both the RPBCWD and the MPCA. It is assumed that the problem assessment and review of historic data was incorporated into the MPCA's draft TMDL.

Water quality data collected on the ponds and wetlands in the Hyland Lake watershed will also be reviewed to determine if these water bodies are acting as phosphorus sinks or potentially as sources of phosphorus being exported to the lakes. Review of the results of readily available lake sediment core analyses, fishery surveys, and aquatic macrophyte surveys collected for the Hyland Lake since the completion of the original UAA will aid in the understand of their potential impacts on lake water quality conditions. The primary outcome of this task will be a better understanding of the nutrient cycling (specifically phosphorus) within the lake system, based on the previous studies and observed conditions.

Source assessment

Phosphorus sources to Hyland Lake include external loading from watershed runoff and internal loading from lake bottom sediments and other potential sources. The objectives of this task will be to:

1. Review the water and phosphorus loading from the external watersheds using the P8 watershed pollutant loading model developed for the MPCA's draft TMDL
2. evaluate and quantify the phosphorus contributions from internal sources using an in-lake water quality phosphorus mass-balance model developed for the MPCA's draft TMDL

Barr review the existing P8 watershed pollutant loading model to understand and quantify existing hydrologic conditions and sources of phosphorus discharging to Hyland Lake. We plan to begin with the P8 model developed as part of the 2016 MPCA draft TMDL analysis which accounts for any significant watershed land use changes and BMPs implemented over the approximately 13 years since the original UAA P8 modeling was conducted. The proposed scope of work assumes no changes to the P8 model. Subwatershed boundaries were updated in 2016 for the MPCA TMDL according to currently available topographic information and updated storm sewer mapping as provided by the City of Bloomington and will not be reviewed as part of this task order.

P8-generated water and phosphorus load estimates were used in the in-lake water quality phosphorus mass-balance model, also previously developed as part of the 2016 MPCA draft TMDL analysis. The phosphorus mass-balance model accounts for a lake's water balance—including water loads from direct precipitation and watershed runoff—and is calibrated to available lake level data. Once the water balance has been calibrated, the phosphorus mass-balance analysis model predictions were be calibrated to observed water quality data from 2015. The internal phosphorus load predicted by the mass balance model was apportioned amongst the likely sources using available information. The MPCA's model was calibrated to the 2014-2015 water year and it is assumed that no additional years will be modeled.

The P8 and calibrated in-lake water quality models developed for the MPCA's draft TMDL will form the basis for estimating annual water and phosphorus budgets for the lake. By understanding these annual budgets, we can develop implementation strategies that will most efficiently and effectively reduce phosphorus loads to the lakes, thereby improving water quality conditions.

Evaluation of numeric targets/goals

As part of this task, Barr will evaluate water quality goals for Hyland Lake including comparison with observed historic water quality. This assessment will consider the RPBCWD water quality goals which align with the MPCA lake water quality standards, as well as existing information from the city of Bloomington and Three Rivers Park District, how the historic water quality data aligns with these targets, and the MPCA's draft TMDL for Hyland Lake. The RPBCWD and State standards of 60 ug/L (maximum) summer-average total phosphorus concentration for shallow lakes will form the basis for minimum acceptable quality such that that degraded lakes may be removed from the MPCA's 303(d) Impaired Waters list. Chlorophyll-a concentration and Secchi disc transparency will also be considered when evaluating goal attainment.

Phase 2: Management Plan

Phase 2 will provide the District with an updated implementation plan that will identify projects and management strategies that will restore and protect Hyland Lake.

Development of the lake management strategy

Upon completion of the MPCA's draft TMDL for Hyland Lake, the MPCA solicited stakeholder feedback on the draft phosphorus budget for the lake. The lake management strategy development will start with a meeting with the Administrator, District staff, Three Rivers Park District, and city staff to discuss the results and solicit feedback on potential management approaches and strategies for Hyland Lake prior to moving forward with development of the lake management strategies. The strategies will provide specific management recommendations to protect and improve Hyland Lake and will likely include BMPs to improve the watershed runoff quality as well as in-lake management actions.

As part of the lake management strategy development, we will consider innovative and cost-effective watershed practices to control external phosphorus loads. Recognizing the likelihood of internal phosphorus loading contributions, we will also consider a number of management alternatives for controlling internal phosphorus loading. Internal phosphorus loads are most often mitigated by chemical treatment (such as alum or ferric chloride), aeration (hypolimnetic or whole lake), and/or manipulation of the biological components of the lake ecosystem (such as rough fish eradication or the management of aquatic plants such as curlyleaf pondweed).

Additionally, using the modeling tools developed as part of the MPCA's draft TMDL, we will evaluate the impact of the various management alternatives on phosphorus load reductions to Hyland Lake and develop planning level cost estimates for each management alternative. The load reduction estimates will help demonstrate which management alternatives, or combination of alternatives, could cost-effectively help achieve the required load reduction to meet the lake water quality goals. The planning level costs in combination with the expected load reduction will help prioritize management alternatives and develop the recommended management strategies to improve lake water quality.

Development of updated UAA report

This task includes developing a single report summarizing the results of the diagnostic study and incorporating the recommended management strategies for Hyland Lake. The updated report will generally summarize the following information:

- Diagnostic Study
 - The historical water quality conditions including comparison with the current water quality goals and evaluation of statistical trends
 - A summary of annual water and phosphorus loadings based on the watershed and in-lake water quality modeling to identify the sources and contributions of each source to the observed water quality in Hyland Lake (based extensively on the MPCA's draft TMDL)
- Management Plan
 - Estimates of the required phosphorus load reductions (both external and internal) required to achieve the current water quality goals
 - The feasibility and cost effectiveness of the recommended BMPs and in-lake improvement options included in the management alternatives report and implementation plan documents

An electronic version of the draft report will be provided in late-summer 2017 for RPBCWD Administrator, Managers, city of Bloomington and Three Rivers Park District review. After incorporating feedback from these stakeholders the report could be presented at a fall 2017 board meeting. Revisions will be made to the report based on the feedback and comments received at the board meeting. Eight (8) paper copies and an electronic version of the final report will be produced for District use.

Assumptions

We have made several assumptions in preparing the scope of work for each task in this agreement. Assumptions relating to individual work tasks are listed along with the detailed description. However, additional assumptions that do not correspond with a single work task are listed below:

- The meetings will last up to one hour and will be held at RPBCWD's office.
- District staff will provide information and draft text for fisheries, historic water quality data and macrophyte data.
- The watershed and in-lake models used for the MPCA's draft TMDL will be used for this assessment without additional revisions
- No additional BMPs will need to be added to the existing P8 model.
- No additional years will need to be modeled in the existing in-lake model.
- Meetings with residents, lake associations, the TAC and CAC are in addition to the scope of services listed above and would be provided on a time and materials basis.
- Groundwater modeling will not be needed for the assessment.
- No field water quality monitoring and surveying will be needed.
- Much of the text from the 2004 UAA and draft TMDL can be reused to develop the updated report.
- Only minor revisions will be needed to finalize the report in response to Manager, Administrator, City and Three Rivers Park District review.

3. Deliverables:

The following deliverables will be prepared and provided to the RPBCWD:

- Agenda for two (2) meetings with RPBCWD, Three Rivers Park District, and city staff
- Annual water and phosphorus budget estimates for Hyland Lake
- Updated BMP implementation plan to restore and protect Hyland Lake water quality as it relates to the RPBCWD goals and MPCA water quality standards, including planning level opinions of probable cost
- A report summarizing the results of the diagnostic study and incorporating the recommended management strategies for Hyland Lake and planning level cost
- One (1) presentation to RPBCWD Board and staff
- Monthly progress updates

4. Budget:

The following proposed schedule has been developed assuming authorization in January 2017. Services under this Task Order will be compensated for in accordance with the engineering services

agreement and will not exceed \$20,400 without authorization by the Administrator. The following table provides a breakdown of the anticipated cost for major tasks associated with scope of services describe above. The anticipated schedule presented below is subject to change depending on coordination of meeting dates and stakeholder review timeline.

Table 1. Anticipated Task Order Budget and Completion Dates

Phase	Task	Estimated Budget	Anticipated Completion Date
Phase 1: Diagnostic Study			
1	Problem assessment and historic data review (including kick-off meeting)	\$1,600	February 2017
2	Source assessment (relies extensively on MPCA's Draft TMDL)	\$2,000	March 2017
3	Evaluation of numeric targets/goals	\$200	March 2017
Phase 1 Subtotal:		\$3,800	
Phase 2: Management Plan			
Development of management strategy:			
4	Project meeting (meeting #2) to discuss diagnostic study results and potential implementation strategy	\$1,000	April 2017
5	Utilize modeling tools to evaluate management alternatives (external and internal) including the estimate the phosphorus load reduction that will protect or improve conditions the lake (including planning level cost estimates)	\$5,100	June 2017
Development of Updated UAA report:			
6	UAA Report (draft electronic only, final up to 8 paper copies)	\$9,300	August 2017
7	Present to Board	\$1,200	September 2017
Phase 2 Subtotal:		\$16,600	
Total Task Order 20:		\$20,400	

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver of this Agreement.

CONSULTANT

**RILEY PURGATORY BLUFF CREEK
WATERSHED DISTRICT**

By _____

By _____

Its Vice President _____

Its _____

Date:

Date:

APPROVED AS TO FORM & EXECUTION

TASK ORDER No. 6d- 2017 WOMP Station Services
Pursuant to Agreement for Engineering Services
Riley Purgatory Bluff Creek Watershed District and BARR Engineering Company.
December 22, 2016

This Task Order is issued pursuant to Section 1 of the above-cited engineering services agreement between the Riley Purgatory Bluff Creek Watershed District (District) and BARR Engineering Company (Engineer) and incorporated as a part thereof.

1. Description of Services:

TASK A

Perform operation and maintenance tasks related to the Purgatory Creek Monitoring Station located at Pioneer Trail in Eden Prairie (Pioneer Trail Station). The Pioneer Trail Station is enrolled in Metropolitan Council's (MCES) Watershed Outlet Monitoring Program (WOMP). As part of the WOMP, the District will work with MCES in a cooperative effort to collect flow, rainfall, and water quality data at the Pioneer Trail Station.

TASK B

Perform operation and maintenance, data management, and project management tasks related to the Purgatory Creek Monitoring Station located at Valley View Rd in Eden Prairie (Valley View Rd Station). (Note: the Valley View Rd Station will not be enrolled in MCES'S WOMP, so this station will be the sole responsibility of the District).

2. Scope of Services:

TASK A – Pioneer Trail Station

The District Engineer will perform operation and maintenance tasks for the Pioneer Trail Station as requested by the MCES WOMP Coordinator and approved by the District Administrator. In 2017, the MCES will begin transitioning to a new sampling program. The new grab sampling regime will consist of semi-monthly rather than monthly samples. A change is also planned for storm event sampling; discrete auto-samples will be collected instead of composite auto-samples. This change is subject to the procurement of new auto-samplers, completion of adequate training for cooperators, and installation/start-up of the new samplers. The storm sampling transition may or may not occur in 2017, so for the purposes of this task order we assumed the past storm event sampling regime. Also, MCES staff is now assuming responsibility for conducting flow measurements and rating curve development. However, the MCES may request District and/or Barr staff to take a flow measurement on occasion, if MCES staff is unavailable. A placeholder contingency budget was added to cover tasks to potential flow measurement.

Tasks will include:

- a) Supporting District staff semi-monthly grab sampling efforts, including project coordination with MCES and data/file management. District staff will be responsible for grab sample collection, delivery to lab, and completion of sample submission forms for the lab.
- b) Setting sample activation parameters (i.e. activation level and volume) to trigger the station's auto-sampler during storm events. Collecting storm event composite samples

for significant events (i.e. rainfall > ½ in.) and delivering these samples to the MCES lab located on Childs Rd., St. Paul, MN.

- c) Performing routine maintenance of the equipment at the station; including verifying/calibrating water quality sensors, clearing debris from sensors, changing out desiccants, prepping the station for spring monitoring, and winterizing the station.
- d) Troubleshooting equipment issues, as needed. The MCES will rely on the District staff and engineer to assess equipment problems if they arise. The amount of troubleshooting in any given year is unpredictable. Therefore, the maintenance portion of the budget has included up to 20 hours of time to troubleshoot equipment issues. If additional time beyond what has been assumed in the budget below is needed, the troubleshooting effort will be coordinated with the District Administrator. The assumed time allocated for troubleshooting equipment will not be exceeded without prior authorization by the District Administrator.
- e) Managing of continuous water quality, rainfall, and flow data; including downloading and reviewing data, and assisting MCES with year-end data QA/QC and summary.
- f) Potential miscellaneous tasks including any tasks associated with the transition to the new sampling regime, such as training, meetings, or equipment installation; and flow measurements if requested by the MCES WOMP coordinator. These tasks are included below in the placeholder contingency budget.

NOTE: As part of the WOMP contract, the MCES responsibilities include all laboratory work/fees associated with the sampling, data management (year-end QA/QC, summarizing, storing in database), major maintenance costs (i.e. replacement cost of equipment, subcontractor fees for repair, etc.), and project management/coordination tasks.

TASK B – Valley View Road Station

The District Engineer will perform the following operation and maintenance tasks:

- a) Supporting District staff monthly grab sampling efforts, project coordination and data/file management. District staff will be responsible for grab sample collection, delivery to lab and completion of sample submission forms for the lab.
- b) Setting sample activation parameters (i.e. activation level and volume) to trigger the station's auto-sampler during storm events. Collecting storm event composite samples for significant events (i.e. rainfall > ½ in.) and delivering these samples to a certified laboratory for testing.
- c) Performing routine maintenance of the equipment at the station; including verifying/calibrating water quality sensors, clearing debris from sensors, changing out desiccants, and winterizing the station.
- d) Troubleshooting equipment issues, as needed. The amount of troubleshooting in any given year is unpredictable. Therefore, the maintenance portion of the budget has included up to 20 hours of time to troubleshoot equipment issues. If additional time beyond what has been assumed in the budget below is needed, the troubleshooting effort will be coordinated with the District Administrator. The assumed time allocated for troubleshooting equipment will not be exceeded without prior authorization by the District Administrator.
- e) Performing stage-discharge measurements for development, verification and/or updating of the rating-curve equation (i.e., the relationship between stream flow and water level that is developed based on manual measurements at a monitoring station).

- f) Downloading and reviewing monitoring data (i.e. stage, flow, conductivity, temperature, rainfall, turbidity) throughout the monitoring period; including QA/QC tasks.
- g) Year-end QA/QC and summary of all monitoring data for the station.
- h) Managing and coordinating project.
- i) Work with Campbell Scientific engineers to assess turbidity data and the OBS500 turbidity sensor.

Note: A certified laboratory will provide the lab work services. A budget has been included for anticipated lab fees for samples collected from the Valley View Station based on typical analyte costs.

3. **Deliverables:**

TASK A:

The water quality, flow, and rainfall data collected at the Pioneer Trail Station will be stored in a database maintained by MCES. The District and the District Engineer will have access to this data either through the MCES website or per request to the MCES WOMP coordinator.

TASK B:

QA/QC'd water quality, flow, and rainfall data will be summarized and stored per the District Administrator's instruction (for example, in an MS Excel, Access, or EQUIS Database).

4. **Budget:**

Services under this Task Order will be compensated for in accordance with the engineering services agreement and will not exceed \$42,000, without written authorization by the Administrator. (Note: the District will likely be reimbursed \$5,000 through a State Grant Agreement with MCES) Table 1 provides a summary of the anticipated cost for major tasks associated with scope of services described above. Attachment 1 provides additional detail of the anticipated cost for each task and subtask, schedule, and laboratory costs.

Table 1. Summary of Task Order ## Anticipated Cost for Major Tasks

Task	Description	Labor Costs ¹	Other Expenses ²	Total Cost
A	Operate and Maintain the Purgatory Cr. WOMP Station at Pioneer Trail in Cooperation with MCES for 2017	\$15,000	\$1,500	\$16,500
B	Operate and Maintain the Purgatory Cr. Monitoring Station at Valley View Rd for 2017	\$18,200	\$7,300	\$25,500
Task Order ## Total				\$42,000

¹Labor costs will be billed on an hourly rate per time spent on each task, but will not exceed amount shown without written authorization. District staff will be responsible for monthly grab sample collection, delivery to lab and data management.

²Other expenses billed as costs incur, including purchase of new equipment, mileage, laboratory charges (if applicable), equipment rental if needed, and supplies as necessary.

5. Schedule and Assumptions Upon Which Schedule is Based

- a) TASK A: The project schedule is included as part of Attachment 1. The Pioneer Trail Station is operated and maintained year-round.
- b) TASK B: The project schedule is included as part of Attachment 1. This schedule is weather dependent; for example, a late spring and ice conditions could push back Mar-2017 tasks to April-2017.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this Agreement.

CONSULTANT

By _____

Its _____

Date:

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By _____

Its _____

Date:

APPROVED AS TO FORM & EXECUTION

Attachment 1: Breakdown of Services for Task Order 6d including Anticipated Cost and Schedule

Task/Phase	Subtask	Description	Labor Costs ¹	Other Expenses ²	Total Cost	Schedule	
Task A Operate and Maintain the Purgatory Cr. WOMP Station at Pioneer Trail	1	Semi-Monthly Grab Samples: support RPBCWD staff as part of a collaborative sampling effort, coordinate with MCES staff, and manage data/files. RPBCWD staff will typically collect the samples. <u>Note:</u> The MCES will adopt a new grab sampling regime in 2017, which includes collecting samples twice each month rather than once as in past years.	\$1,000.00	\$100.00	\$1,100.00	Jan to Dec-17	
	2	Storm Event Samples: collect samples during storm events (assumes sampling begins in March and 15 sampleable storm events of > 0.5" of rain occur). <u>Note:</u> The MCES will be transitioning from composite auto-sampling to discrete auto-sampling for storm events. The plan is for this transition to occur in 2017, but it is dependent on when new auto-sampling equipment becomes available to the project, completion of adequate training for cooperators, and installation/start-up of the new equipment. For budgetary purposes, the sampling regime from past years was assumed for 2017.	\$6,000.00	\$600.00	\$6,600.00	Mar to Nov-17	
	3	Maintenance: verify/calibrate sensors, troubleshoot problem issues as necessary, prepare for monitoring season in spring, and winterize station.	\$4,000.00	\$300.00	\$4,300.00	Jan to Dec-17	
	4	Data management: download and review data throughout monitoring period. Assist MCES with year's end data QA/QC and summary.	\$1,500.00	\$0.00	\$1,500.00	Jan to Dec-17	
	5	Contingency: miscellaneous tasks, which may include flow measurements as needed, training on new auto-sampling equipment, and meetings with MCES and RPBCWD staff regarding the transition to the new sampling program.	\$2,500.00	\$500.00	\$3,000.00	Jan to Dec-17	
	Subtotals			\$15,000.00	\$1,500.00		
	Task A Subtotals					\$16,500.00	
Task B Operate and Maintain the Purgatory Cr. Monitoring Station at Valley View Rd.	1	Monthly Grab Samples: support RPBCWD staff as part of a collaborative sampling effort and manage data/files. RPBCWD staff will typically collect the samples.	\$1,000.00	\$100.00	\$1,100.00	Mar to Dec-17	
	2	Storm event samples: collect composite samples during storm events (assumes sampling begins in March and 15 sampleable storm events of > 0.5" of rain occur).	\$5,500.00	\$600.00	\$6,100.00	Mar to Nov-17	
	3	Maintenance: verify/calibrate sensors, troubleshoot problem issues as necessary, prepare for monitoring season in spring, and winterize station.	\$4,000.00	\$400.00	\$4,400.00	Jan to Dec-17	
	4	Rating Curve: perform stage-discharge measurements to verify rating curve is accurate and update rating curve if needed.	\$2,700.00	\$300.00	\$3,000.00	Mar to Dec-17	
	5	Data management: download and review data throughout monitoring period. Year's end QA/QC tasks and data summary.	\$3,500.00	\$0.00	\$3,500.00	Jan to Dec-17	
	6	Work with Campbell Scientific engineers to assess turbidity data/OBS500 turbidity sensor.	\$1,500.00	\$0.00	\$1,500.00	Jan to May-17	
	Subtotals			\$18,200.00	\$1,400.00		
Task B - Subtotals					\$19,600.00		
Task B Anticipated Laboratory Testing Costs for Valley View Station	Analyte		Lab Test Cost	No. of Samples	Total Cost		
	Alkalinity		\$15.07	25	\$376.75		
	Bacteria, E. Coli		\$34.10	10	\$341.00		
	Carbon, Total Organic		\$25.57	25	\$639.25		
	Chemical Oxygen Demand		\$11.90	25	\$297.50		
	Chloride		\$22.57	25	\$564.25		
	Chlorophyll-a		\$19.40	10	\$194.00		
	Conductivity (Specific Conductance)		\$30.14	25	\$753.50		
	Hardness		\$10.31	25	\$257.75		
	Metals		\$43.20	4	\$172.80		
	Nitrogen, Ammonia		\$9.91	25	\$247.75		
	Nitrogen, Kjeldahl and Total Phosphorus		\$19.82	25	\$495.50		
	Nitrogen, Nitrate+Nitrite		\$8.25	25	\$206.25		
	Phosphorus, orthophosphate		\$19.00	10	\$190.00		
	Solids, Total and Volatile Suspended		\$15.46	25	\$386.50		
Sulfate		\$19.00	25	\$475.00			
Turbidity		\$12.00	25	\$300.00			
Lab Testing Cost Subtotal				\$5,900.00	Budgeting		
Task Order 6d Total					\$42,000.00		

¹Labor costs will be billed on an hourly rate per time spent on each task, but will not exceed amount shown without written authorization.

²Other expenses billed as costs incur, including purchase of new equipment, mileage, equipment rental if needed, and supplies as necessary.

Attachment 1: Breakdown of Services for Task Order ## including Anticipated Cost and Schedule

Task/Phase	Subtask	Description	Labor Costs ¹	Other Expenses ²	Total Cost	Schedule	
Task A Operate and Maintain the Purgatory Cr. WOMP Station at Pioneer Trail	1	Semi-Monthly Grab Samples: support RPBCWD staff as part of a collaborative sampling effort, coordinate with MCES staff, and manage data/files. RPBCWD staff will typically collect the samples. <u>Note:</u> The MCES will adopt a new grab sampling regime in 2017, which includes collecting samples twice each month rather than once as in past years.	\$1,000.00	\$100.00	\$1,100.00	Jan to Dec-17	
	2	Storm Event Samples: collect samples during storm events (assumes sampling begins in March and 15 sampleable storm events of > 0.5" of rain occur). <u>Note:</u> The MCES will be transitioning from composite auto-sampling to discrete auto-sampling for storm events. The plan is for this transition to occur in 2017, but it is dependent on when new auto-sampling equipment becomes available to the project, completion of adequate training for cooperators, and installation/start-up of the new equipment. For budgetary purposes, the sampling regime from past years was assumed for 2017.	\$6,000.00	\$600.00	\$6,600.00	Mar to Nov-17	
	3	Maintenance: verify/calibrate sensors, troubleshoot problem issues as necessary, prepare for monitoring season in spring, and winterize station.	\$4,000.00	\$300.00	\$4,300.00	Jan to Dec-17	
	4	Data management: download and review data throughout monitoring period. Assist MCES with year's end data QA/QC and summary.	\$1,500.00	\$0.00	\$1,500.00	Jan to Dec-17	
	5	Contingency: miscellaneous tasks, which may include flow measurements as needed, training on new auto-sampling equipment, and meetings with MCES and RPBCWD staff regarding the transition to the new sampling program.	\$2,500.00	\$500.00	\$3,000.00	Jan to Dec-17	
	Subtotals			\$15,000.00	\$1,500.00		
	Task A Subtotals					\$16,500.00	
Task B Operate and Maintain the Purgatory Cr. Monitoring Station at Valley View Rd.	1	Monthly Grab Samples: support RPBCWD staff as part of a collaborative sampling effort and manage data/files. RPBCWD staff will typically collect the samples.	\$1,000.00	\$100.00	\$1,100.00	Mar to Dec-17	
	2	Storm event samples: collect composite samples during storm events (assumes sampling begins in March and 15 sampleable storm events of > 0.5" of rain occur).	\$5,500.00	\$600.00	\$6,100.00	Mar to Nov-17	
	3	Maintenance: verify/calibrate sensors, troubleshoot problem issues as necessary, prepare for monitoring season in spring, and winterize station.	\$4,000.00	\$400.00	\$4,400.00	Jan to Dec-17	
	4	Rating Curve: perform stage-discharge measurements to verify rating curve is accurate and update rating curve if needed.	\$2,700.00	\$300.00	\$3,000.00	Mar to Dec-17	
	5	Data management: download and review data throughout monitoring period. Year's end QA/QC tasks and data summary.	\$3,500.00	\$0.00	\$3,500.00	Jan to Dec-17	
	6	Work with Campbell Scientific engineers to assess turbidity data/OBS500 turbidity sensor.	\$1,500.00	\$0.00	\$1,500.00	Jan to May-17	
	Subtotals			\$18,200.00	\$1,400.00		
Task B - Subtotals					\$19,600.00		
Task B Anticipated Laboratory Testing Costs for Valley View Station	Analyte		Lab Test Cost	No. of Samples	Total Cost		
	Alkalinity		\$15.07	25	\$376.75		
	Bacteria, E. Coli		\$34.10	10	\$341.00		
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	Chloride		\$22.57	25	\$564.25		
	Chlorophyll-a		\$19.40	10	\$194.00		
	Conductivity (Specific Conductance)		\$30.14	25	\$753.50		
	Hardness		\$10.31	25	\$257.75		
	Metals		\$43.20	4	\$172.80		
	Nitrogen, Ammonia		\$9.91	25	\$247.75		
	Nitrogen, Kjeldahl and Total Phosphorus		\$19.82	25	\$495.50		
	Nitrogen, Nitrate+Nitrite		\$8.25	25	\$206.25		
	Phosphorus, orthophosphate		\$19.00	10	\$190.00		
	Solids, Total and Volatile Suspended		\$15.46	25	\$386.50		
	Sulfate		\$19.00	25	\$475.00		
	Turbidity		\$12.00	25	\$300.00		
Lab Testing Cost Subtotal					\$5,900.00	Budgeting	
Task Order ## Total					\$42,000.00		

¹Labor costs will be billed on an hourly rate per time spent on each task, but will not exceed amount shown without written authorization.

²Other expenses billed as costs incur, including purchase of new equipment, mileage, equipment rental if needed, and supplies as necessary.

Task	Description	Labor Costs¹	Other Expenses²	Total Cost
A	Operate and Maintain the Purgatory Cr. WOMP Station at Pioneer Trail in Cooperation with MCES for 2017	\$15,000.00	\$1,500.00	\$16,500.00
B	Operate and Maintain the Purgatory Cr. Monitoring Station at Valley View Rd. in Eden Prairie for 2017	\$18,200.00	\$7,300.00	\$25,500.00
				\$42,000.00

¹Labor costs will be billed on an hourly rate per time spent on each task, but will not exceed amount shown without written approval.

²Other expenses billed as costs incur, including purchase of new equipment, mileage, equipment rental if needed, lab fees, and other necessary expenses.

authorization.

and supplies as

**TASK ORDER No. 14b-Lower Riley Creek Reach E and D3 Stabilization Project:
Final Design and Construction Administration Services
Pursuant to Agreement for Engineering Services
Riley Purgatory Bluff Creek Watershed District and BARR Engineering Company.
December 22, 2016**

This Task Order is issued pursuant to Section 1 of the above-cited engineering services agreement between the Riley Purgatory Bluff Creek Watershed District (District) and BARR Engineering Company (Engineer) and incorporated as a part thereof.

1. Description of Services:

Barr will work with District staff to complete the engineering, design and construction services to restore an approximately 5,100 foot reach of Lower Riley Creek and 580 foot contributing ravine. The project is located within the Riley Creek Conservation Area (RCCA), in Eden Prairie, Minnesota. The creek was inspected in 2007 and 2016 by District staff and engineers. Erosion was documented on much of the reach, with detrimental effects on water quality and stream habitat. This project would provide for final design for stabilization and restoration of this reach based on the findings of the 2007 and 2016 feasibility studies, followed by preparation of bid documents and construction support services. Barr would also prepare required permit applications and the anticipated environmental assessment worksheet (EAW) for the project.

Barr's activity is divided into three phases:

- Phase 1: Engineer's Report (Previous Task Order 14a)
- Phase 2: Final Design and Permitting (This Task Order);
- Phase 3: Construction Administration Services (This Task Order).

2. Scope of Services:

Engineer's services under this task order shall include:

PHASE 2. FINAL DESIGN, EAW PREPARATION AND PERMITTING

Design, EAW Preparation and permitting includes multiple tasks in order to ensure the project is designed properly, and that key stakeholders (RPBCWD, city of Eden Prairie, MnDNR, LMRWD) can provide input and feedback at regular intervals in the design process. These tasks are described below.

Task 2-1. Kick-off Meeting and Regular Project Meetings

A kick-off meeting will be held with District and Barr staff to discuss the overall project, intermediate deadlines and deliverables for each deadline. The meeting will also provide an opportunity to define initial roles to be filled by District Staff and Barr Staff. It is assumed that District Staff will provide assistance with stakeholder coordination, EAW preparation, and potentially permitting.

District Staff will also be invited to participate in weekly project meetings. This participation will provide a means to utilize District Staff during other tasks and help keep District Staff up-to-date on project progress.

Task 2-2. Stakeholder Meetings

District and Barr Staff will coordinate an initial project meeting with key project stakeholders to facilitate early discussion about the project and identify critical stakeholder concerns. A second stakeholder meeting is also anticipated to discuss the 30% design and the direction of the project. It is assumed District Staff will take the lead on identifying stakeholders, scheduling, and leading stakeholder meetings, and Barr will help as necessary or requested. This task assumes up to three stakeholder meetings with the city of Eden Prairie and any other public entities with a stake in the project (kick-off, 30% design, & 60% design); and one public open house for residents in nearby neighborhoods. The kick off meeting in Task 2-1 will help establish a tentative schedule for each meeting and identify key dates to provide notices and/or send information to stakeholders.

Task 2-3. Preliminary (60%) Design and Cost Estimate

The preliminary design will be advanced based on District and stakeholder input. Hydraulic modeling will be conducted to inform the design. In particular, it will be used to estimate bankfull flow elevations and estimate existing and proposed channel velocities. This will help to ensure that the proposed design will withstand anticipated creek flows while not impacting adjacent private properties. A preliminary estimate of construction cost will be prepared. The drawings will be provided electronically in pdf format. The 60% design will be provided to the RPBCWD Administrator and city of Eden Prairie for additional feedback. It is assumed that comments will be provided within two weeks of providing the drawings.

Task 2-4. EAW Preparation (if Needed)

An Environmental Assessment Worksheet (EAW) will likely be required for this project due to the potential length of affected stream channel. We are assuming that the resulting Record of Decision (ROD) will determine that the project does not have potential for significant environmental effects, and that an Environmental Impact Statement (EIS) will not be required. After the ROD is issued, permit applications can be submitted. If it is determined that an EAW is not required, this task will be eliminated and permit applications will be submitted sooner.

Task 2-5. QA/QC Review

Barr will utilize other experienced stream restoration staff not directly involved in the design of the project to provide QA/QC review at the 60%, 90% and final design phases.

Task 2-6. Permitting Assistance

Barr and District staff will work together to complete permit applications for the project, including the development of a stormwater pollution prevention plan (SWPPP). It is assumed that MN DNR and US ACE permits will be required, as well as local permits. It is assumed permit fees would be paid for by the District. The permitting process typically requires eight to twelve weeks; permitting will begin following completion of the 60% design.

Task 2-7. Final Engineering and 90% Design

After gaining additional input from stakeholders regarding the advanced design, Barr will continue to refine the design and prepare the 90% drawings and opinion of cost for review by District staff and delivered to the Board.

Task 2-8. Presentation to RPBCWD Board of Managers

Barr staff will deliver the 90% design to the District Board of Managers at their regularly scheduled meeting and work with Administrator to determine if a presentation is warranted.

Task 2-9. Final Construction Drawings

Upon review and approval of the 90% design by District staff or the Board of Managers, we will complete the final construction drawings (bid-ready).

Task 2-10. Engineer's Opinion of Probable Cost

Upon completion of the final design, we will prepare an Engineers Opinion of Probable Cost. This cost estimate will accompany the finished plan set for final approval by the District.

Task 2-11. Technical Specifications and Construction Documents

Barr will provide technical specifications and a project bidding form for the project. Barr will develop technical specification sections using Construction Specifications Institute (CSI) format including all "upfront" sections such as general conditions, supplementary conditions, summary of work and those related to bidding and contracting. The development of the technical specification will be coordinated with the District Administrator and Counsel. Barr assumes specifications will be in CSI format with Engineers Joint Contract Documents Committee (EJCDC) general conditions. Barr reserves the right to modify budget if technical specification format is other than stated in this paragraph.

Task 2-12. Final Design Memorandum

Barr will complete a final design memorandum to document the various components and assumptions that influenced the final design.

Task 2-13. Project Management

Project Management will continue to be a key component to help meet project milestones, will help to ensure the work meets the expectations of District staff and other stakeholders, and that it is completed in a satisfactory manner, within the project timeline and within the agreed-upon budget.

Barr will continue to provide updates to the project team that document project progress and coordinate tasks. We will provide monthly progress reports and budget status updates as part of the monthly invoicing process. We will solicit feedback from you on an ongoing basis to maintain clear and timely communication.

Task 2-14. Stakeholder Agreement Assistance

RPBCWD staff will coordinate with the city of Eden Prairie, Lower Minnesota River Watershed District and other project partner to assist RPBCWD legal counsel in developing a draft agreement

between all stakeholders regarding the restoration of Lower Riley Creek Reach E and D3. This task will be led by RPBCWD staff and counsel. Barr will provide support during the development of the agreement. The agreement should specify the responsibilities of each organization, as well as the long term-term inspection and maintenance of the restoration efforts. It is assumed that stakeholder agreement will be developed by RPBCWD Counsel with Barr providing input on the technical aspects of the project to support the agreement. It is also assumed that the District staff will lead and facilitate partner discussion related to the agreement.

PHASE 3. CONSTRUCTION ADMINISTRATION

Phase 3 includes the tasks associated with bidding the project and completing construction, and the individual tasks are described below. Work under this task would only occur if the Managers decide to continue moving the project forward and advertise for construction bids.

Task 3-1. Bidding Assistance

Barr will conduct a mandatory pre-bid meeting and site visit (if warranted), prequalification of bidders if appropriate, review of bids, and follow-up inquiries with bidders. Advertising and bidding dates will be coordinated with District Administrator. It is assumed that advertising for bids would occur in the District's official newspapers.

We will prepare recommendations on contractor selection, if requested.

Task 3-2. Pre-Construction Meeting

Barr will conduct a preconstruction meeting with the selected contractor to discuss critical aspects of the restoration project. Safety and erosion control are always key components of the preconstruction meeting. Additional items on the agenda will likely include site access, construction limits, hours of operation, and utilities in the area.

Task 3-3. Construction Administration and Observation

Barr will provide construction planning and coordination with District and contractor(s); as well as to develop final construction sequencing and schedule. We will review construction access and equipment/material staging areas with contractor(s) and District staff.

Barr will act as general liaison between contractor and District during the construction process, providing construction oversight as necessary to confirm that all work adheres to the approved plan. We will schedule site visits by design team members, review work progress, and document quality and compliance through ground photos and field notes during construction. We will review pay requests and change orders as needed. We assume the total construction time will be approximately eight weeks, and Barr staff will be on site to provide oversight and guidance for a portion of every day work is occurring. The construction observation budget assumes a total of 280 hours of time to complete the various aspects of this task.

Task 3-4. Post-Construction Memorandum

Barr will complete a memorandum to document key aspects about the construction process, including design changes, any unanticipated obstacles or hindrances to construction, key field notes, and final construction costs. We assume a post-construction survey will not be completed.

Task 3-5. Project Management

Barr will continue to provide updates to the project team that document project progress and coordinate tasks. We will provide monthly progress reports and budget status updates as part of the monthly invoicing process. We will solicit feedback from you on an ongoing basis to ensure clear and timely communication.

Assumptions

We have made several assumptions in preparing the scope of work for each work item in this agreement. Assumptions relating to individual work tasks are listed along with the detailed description. However, additional assumptions that do not correspond with a single work task are listed below:

- Other than possible hand augers, no soil borings will be conducted.
- Post-construction survey and record drawings will not be completed.
- Preliminary design will include one meeting with District staff to discuss the plans and cost estimate.
- One presentation for the District Board prior to final approval before bidding the project.
- Meetings with the DNR and other stakeholders will last approximately 1 hour and will be held at RPBCWD's office.
- The project site is free from contamination.
- An EIS will not be needed for this project.
- Total time required to complete construction administration and documentation will not exceed 280 hours, based on an assumed total construction timeframe of six weeks
- No property acquisition will be needed for the project. If property acquisition is needed, those services will be coordinated with the District Administrator on a time and expense basis.
- The proposed budget includes costs for mileage reimbursement for site visits and site observation.
- The District will provide all available and applicable GIS and CAD files to Barr in an electronic format.
- Permit fees will be paid for directly by the District. If needed to expedite the application process, Barr could pay the permit fees and charge that expense to the District as needed. This effort will be coordinated with the Administrator on a time and expense basis.

3. Deliverables:

The following deliverables will be prepared and provided to the RPBCWD:

Phase 2: Final Design and Permitting

- Copies of permit applications
- 60% plan drawings
- Copy of EAW Application
- Stakeholder Meeting agendas, meeting minutes and a summary of the discussion (up to 3 meetings)
- 90% plan drawings
- Final construction drawings

- Final Engineer’s Opinion of Probable Cost to accompany final plans.
- Technical specifications and provisions
- Contract documents for the bid process
- Final design memorandum

Phase 3: Construction Administration

- Advertisement for Bid
- Pre-bid meeting agenda (if necessary)
- Bid tab following bid submittals
- Meeting agenda
- Meeting minutes
- Regular updates to District staff about construction progress
- Construction photos and field notes
- Pay applications from contractor(s)
- Change orders (if necessary)
- Post-construction memorandum

4. Budget:

Services under this Task Order will be compensated for in accordance with the engineering services agreement and will not exceed \$195,400, without written authorization by the Administrator or Board of Managers. The following table provides a breakdown of the anticipated cost for major tasks associated with scope of services describe above.

Task	Task Description	Anticipated Budget	Anticipated Completion Date
Phase 2: Final Design, EAW Preparation and Permitting			
2-1	Kick-off Meeting and Project Meetings	\$12,400	Ongoing
2-2	Stakeholder Meetings (up to 3)	\$4,400	Ongoing
2-3	60% Design and Cost Estimate	\$34,400	April 2017
2-4	EAW Preparation (if needed)	\$15,400	April 2017
2-5	QA/QC Review	\$4,000	Ongoing
2-6	Permitting Assistance	\$11,500	September 2017
2-7	Final Engineering & 90% Design	\$23,600	July 2017
2-8	Presentation to RPBCW Board of Managers	\$2,200	August 2017
2-9	Final Construction Drawings	\$9,800	August 2017
2-10	Engineer’s Opinion of Probable Cost	\$2,700	August 2017
2-11	Technical Specs and Const. Documents	\$8,800	August 2017
2-12	Final Design Memorandum	\$9,300	August 2017
2-13	Project Management	\$7,200	Ongoing
2-14	Stakeholder Agreement Assistance	\$2,200	Ongoing
Phase 2 Subtotal		\$147,900	

Task	Task Description	Anticipated Budget	Anticipated Completion Date
Phase 3: Construction Administration			
3-1	Bidding Assistance	\$4,600	September 2017
3-2	Pre-Construction Meeting	\$1,900	October 2017
3-3	Construction Administration and Observation	\$31,400	May 2018
3-4	Post-Construction Memorandum	\$5,300	June 2018
3-5	Project Management	\$4,300	ongoing
Phase 3 Subtotal		\$47,500	
Task Order 14b Total		\$195,400	

5. Schedule and Assumptions Upon Which Schedule is Based

The proposed schedule (above) is based on the substantial construction occurring during the fall of 2017, with final site restoration being completed in spring 2018. The schedule outlined above assumes project initiation will occur in January 2017. The schedule may be modified depending on actual initiation of project work, permit approvals, stakeholder coordination efforts and need for and EAW.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver Phases 2 & 3 of this Agreement.

CONSULTANT

**RILEY PURGATORY BLUFF CREEK
WATERSHED DISTRICT**

By _____

By _____

Its Vice President _____

Its _____

Date:

Date:

APPROVED AS TO FORM & EXECUTION

**Minutes: Monday December 20, 2016 RPBCWD Citizens Advisory Committee
Regular Meeting held at District Office**

Bob Adomaitis	P	Jim Boettcher	E	Doug Bruce	A
Paul Bulger	P	Laurie Hable	P	Peter Iversen	P
Larry Koch	P	Matt Lindon	P	Sharon McCotter	P
Dorothy Pedersen	P	Laurie Susla	P	Dennis Yockers	P
David Ziegler	P	Michelle Jordan	District	Leslie Yetka	Board

Board Actions:

MOTION: The CAC requests that the Watershed Board follow their Governance Manual and allow for verbal comments on agenda items, including consent agenda items. Any written comments to the Board, be acknowledged during the meeting, and included in the minutes of the Board meeting. Koch/Hable. Approved. 1 Abstention.

MOTION: The CAC requests that the Board adopt the following requirement: any presentation being made at a Public Hearing be included in the Board packet distributed the Friday before the Board meeting. In terms of Public Hearings, if there is a written report it also should be included in the Board packet. Bulger/Susla. Passed 8 For, 1 Against, 2 Abstentions

MOTION: The CAC will be involved in the creation of the Education/Outreach portion of the 10 Year Plan. The CAC would like to have the input from the Education Workshop in a timely manner to be able to review and make comments. Koch/Ziegler. Passed unopposed.

MOTION: The CAC requests the opportunity to review the Prioritization scheme currently being developed, in a timely manner, before it is presented to the Board for a decision. Yockers/Bulger. Passed unopposed.

1. Meeting was called to order at 6:32 pm by Chair Pedersen Attendance is noted above. Since a quorum was met, Lindon left the meeting for a family emergency.

2. Approval of the Agenda. Additions to the Agenda. 5c. Update on the managers comments on the motion from September CAC meeting. 6d. Items on the consent agenda for the Board meeting. **MOTION: Approve amended agenda. Yockers/Hable. Approved unopposed.**

3. Approval of the October minutes. **MOTION: Approve the October minutes as is. Ziegler/Iversen. Approved unopposed.**

4. Recap September Board meeting. No questions.

**Minutes: Monday December 20, 2016 RPBCWD Citizens Advisory Committee
Regular Meeting held at District Office**

5. Old Business

a. Education/Outreach Update

-Jordan reported that 25 people attended the workshop, 6 CAC members and some Cost Share recipients as well. A good mix of people with many varied questions. The data collected was coded by Bleser and Jordan, and is now being coded by Peggy Knapp at the Fresh Water Society. The coded data will be shared with the participants to assure their thoughts were heard.

-Yockers reported that he would like to have the CAC look more strategically at the data. What should be part of the plan and what the CAC wants to work on.

-Koch asked if there would be a written report going to the managers and if so would the CAC see it? Koch also asked if the CAC would be involved in the development of the plan.

-Jordan stated that there would be a summary of each question with the data attached. She could look into generating a report similar to the previous report from the survey on the 10 Year Plan.

ACTION: Jordan will present the results of the workshop to the CAC and ask for the CAC's input.

MOTION: The CAC will be involved in the creation of the Education/Outreach portion of the 10 Year Plan. The CAC would like to have the input from the Education Workshop in a timely manner to be able to review and make comments. Koch/Ziegler. Passed unopposed.

-Pedersen said that when she met with Chair Forster that he said the Board is looking for the CAC to bring something to the Board on Education/Outreach.

-Adomaitis recognized Jordan for her efforts and contributions this past year with all the workshops, and outreach projects.

b. 10 Year Plan Update

Jordan reported that they are looking at the Prioritization scheme at this time. They are evaluating all the pieces and looking at incorporating parts of Envision in the scheme. Using parts of Envision in the Prioritization tool was presented to the TAC on 12/7/16. The revised tool will be presented to the CAC in Jan. or Feb. The weighting of different priorities in Envision, is definitely being considered since this was a concern of many of the groups it was presented to.

MOTION: The CAC requests the opportunity to review the Prioritization scheme currently being developed, in a timely manner, before it is presented to the Board for a decision. Yockers/Bulger. Passed unopposed.

c. Comments on Motions from the CAC presented to the Board

-The CAC would like to know if CAC members or members of the public can ask questions during presentations on projects during Board meetings. Example: when Barr presented the UAA's.

- Adomaitis commented that there is still no record of the Board comments on the Motion from the CAC from the October CAC meeting. Chair Forster said that the comments on the motion were discussed in a Special Board Meeting. The motion, in question, is as follows: **MOTION: McCotter/Lindon Ask the managers to clarify the process for getting input from citizens for agenda and non-agenda items during the RPBCWD Managers meetings. Motion carried unopposed.**

**Minutes: Monday December 20, 2016 RPBCWD Citizens Advisory Committee
Regular Meeting held at District Office**

- Pedersen said that she received a flow chart during the MAWD conference on how projects are developed. There are numerous opportunities to provide input on projects before decisions are made: public hearings for the budget, plan amendments, and projects up for approval after a feasibility study has been completed. Other comments on agenda items can be submitted in writing to Bleser before the Board meeting.

-

-In the Board packet there are no minutes that Special Meeting, the minutes included were from a meeting in April. In the current Governance Manual for the Board it says citizens can comment and ask questions (Page 9, Paragraph D, subparagraph 4).

-Susla commented that previous questions or comments submitted in writing are not recorded in the Board meeting minutes.

MOTION: The CAC requests that the Watershed Board follow their Governance Manual and allow for verbal comments on agenda items, including consent agenda items. Any written comments to the Board, be acknowledged during the meeting, and included in the minutes of the Board meeting. Koch/Hable.

Approved. 1 Abstention.

MOTION: The CAC requests that the Board adopt the following requirement: any presentation being made at a Public Hearing be included in the Board packet distributed the Friday before the Board meeting. In terms of Public Hearings, if there is a written report it also should be included in the Board packet.

Bulger/Susla. Passed 8 For, 1 Against, 2 Abstentions

-Pedersen also reported that during her meeting with Chair Forster, she received the direction that the CAC work on Education. They discussed the new CAC member orientation and agreed that having MAWD come in and do a 4-hour workshop for new and old CAC members would be a good idea. Upcoming for the Board, January is their organization month. Pedersen reiterated that the CAC can put a motion before the Board and they do not have to respond.

6. New Business

a. MAWD

-Pedersen and Ziegler reported that the conference was very informative. There was a sharing of information of what is occurring in other watersheds. There was a great deal of information and well worth the time to attend. They recommended the opportunity be given to other CAC members in future years. The RPBC watershed would appear to be significantly more diverse in activities and organization than many of the watersheds in the state particularly those in greater MN.

b. CAC New Member Welcome Plan

-Several ideas were discussed for bringing new CAC members up to date

-Orient people on the process of how our watershed works

-Annual Report from the watershed

-Water Cycle explanation

-Glossary of terms and acronyms

-Timeline/Calendar of events for Board and CAC

-Bylaws of the Managers and CAC

-Official letter from the Board that you have been selected

-Nametags

-Go over the map of the watershed

-CAC accomplishments

**Minutes: Monday December 20, 2016 RPBCWD Citizens Advisory Committee
Regular Meeting held at District Office**

ACTION: Pedersen will compile the ideas discussed and distribute to the CAC members. Members will respond to Pedersen with their top 3-4 to include in welcome plan.

-A discussion was held about limiting the number of CAC members. Jordan said that she thought that number should be limited to hopefully provide more opportunities to have a quorum in 2017 and to make it easier to get things done. Jordan used geographic location to assure representation from all areas of the watershed as one way to limit enrollment.

-It was mentioned that on the current Board there are two members on one lake and two members from another city.

-Bulger suggested the CAC use subcommittees for greater efficiency.

-Susla stated there should be a criterion that CAC members attend Board meetings. McCotter indicated that is already a recommendation in our by-laws.

-Koch stated that CAC members should know the expectations of members before accepting a position on the CAC.

-Hable and Susla both volunteered to rescind their applications for the CAC to meet the suggested number of members and geographical limits.

-Yockers suggested we try having 15 members, McCotter agreed that if we did this, that sub committees were key.

**MOTION: The CAC has no problem with having 15 members on the CAC.
Koch/Bulger. Passed unopposed.**

c. Cost Share Review - Jordan

-There were 13 Cost Share Grants this year. 1 Homeowners Association, 9 Residential, and 3 City.

-There was discussion on how to improve the program. Ideas included: before/after photos of projects get the word out on the program, close the circle.

d. Items on the Consent Agenda – Adomaitis

-Adomaitis has a concern that the Board is not using the Consent Agenda appropriately. He would like to see the Board move the Engineer's Report and the Administrator's Report off the Consent Agenda so that members of the public can ask questions. He observed that at the 9 Mile Creek Board meetings that; staff, board members, or an audience member could pull items off the Consent Agenda for further questions.

-For the January CAC meeting, Koch requested that we go over the Draft Communication Process between the Board and the CAC.

MOTION: Adjournment. Hable/Koch. Passed unopposed. Meeting Adjourned at 9:35 pm

Upcoming Events

Regular Board Meeting, Wednesday, January 4, 7:00 pm, 2017, Eden Prairie City Offices????

Next CAC Meeting: Monday, January 16, 2017, District Office
New Member Orientation

Respectfully Submitted,

Laurie Hable
Recorder

**Minutes: Monday December 20, 2016 RPBCWD Citizens Advisory Committee
Regular Meeting held at District Office**

DRAFT



14500 Martin Drive | Suite 1500
 Eden Prairie, MN 55344
 952-607-6512
 www.rpbcwd.org

Riley Purgatory Bluff Creek Watershed District Permit Application Review

Permit No: 2016-017

Received complete: September 13, 2016 (permit review timeline extended at 11/2/16 Board meeting)

Applicant: Metropolitan Council – SWLRT Project

Consultant: N/A

Project: SWLRT - Construction of approximately 1.5 miles of SWLRT project corridor including light rail construction, road reconstruction, and construction of the Southwest Light Rail Transit Station area and bridge. Stormwater management facilities including one wet pond, seven infiltration basins, 19 ditches with check dams, pervious pavement, and planter boxes will be constructed to provide volume control, water quality, and rate control for runoff prior to discharging offsite.

Location: Corridor extends from Southwest Station along Prairie Center Drive and Flying Cloud Drive in Eden Prairie

Reviewer: Candice Kantor and Scott Sobiech, Barr Engineering

Rules: Applicable rules checked

X	Rule B: Floodplain Management		Rule H: Appropriation of Public Waters
X	Rule C: Erosion and Sediment Control		Rule I: Appropriation of Groundwater
X	Rule D: Wetland and Creek Buffers	X	Rule J: Stormwater Management
X	Rule E: Dredging and Sediment Removal	X	Rule K: Variances and Exceptions
	Rule F: Shoreline/Streambank Stabilization		Rule L: Permit Fees
X	Rule G: Waterbody Crossings		Rule M: Financial Assurances

Rule Conformance Summary

Rule	Issue	Conforms to RPBCWD Rules?	Comments	
B	Floodplain Management and Drainage Alterations	See Comment	See Rule K Variance Request.	
C	Erosion Control Plan	See Comment	See Rule Specific Permit Condition C1.	
D	Wetland and Creek Buffers	See Comment	See Rule K Variance Request and Rule Specific Permit Condition D1-D3.	
E	Dredging and Sediment Removal	See Comment	See Rule K Variance Request.	
G	Waterbody Crossings	See Comment	See Rule K Variance Request and Rule Specific Permit Condition G1.	
J	Stormwater Management	Rate	Yes	
		Volume	See Comment	See Rule Specific Permit Condition J1-J2.
		Water Quality	Yes	
		Low Floor Elev.	Yes	
		Maintenance	See Comment	See Rule Specific Permit Condition J3.
K	Variances and Exceptions	See Comment	See Rule Specific Permit Conditions K1.	
L	Permit Fees	NA	Governmental Agency	
M	Financial Assurances	NA	Governmental Agency	

Project Description

The proposed project involves construction of approximately 1.5 miles of SWLRT project corridor including light rail construction, road reconstruction, and construction of the Southwest Light Rail Transit Station area and bridge within the RPBCWD. Wetland buffers are proposed around two wetlands disturbed by the project and on the downgradient edge of another. The Applicant proposes two infiltration basins (BMP 100 and 102) with pretreatment of runoff provided by vegetated filter strips for BMP 100 and a sump manhole for BMP 102 to provide the required rate control, volume abstraction, and water quality for the redevelopment portion of the project. The Applicant proposes pervious pavement to provide the required volume abstraction and water quality treatment at the three power transfer station sites that are part of the proposed work in the watershed. The Applicant proposes one wet pond (BMP 105), 19 track ditches with check dams, five infiltration basins, and planter boxes with pretreatment of runoff provided by vegetated swales for the track ditches and infiltration basin BMP 104, sump manholes for infiltration basin BMPs 106, 106A, 107, and 122, and rock filter for the planter boxes to provide the required rate control, volume abstraction, and water quality for the linear portion of the project. The project site information (within RPBCWD) is summarized below:

1. Total Site Area: 54 acres
2. Existing Site Impervious Area: 16.1 acres
3. Existing Impervious Area Disturbed: 16.1 acres (100% disturbance of site impervious area)
4. New (Increase) in Site Impervious Area: 4.8 acres (29.8% increase in site impervious area)
5. Total Disturbed Area: 42 acres

Exhibits:

The following list is a summary of the dates materials were provided for review.

1. Permit Application package received May 3, 2016.
2. Revised Submittal received May 10, 2016.
3. Wetland Information received May 27, 2016.
4. Revised Submittal received September 14, 2016.
5. Operations and Maintenance Document received October 10, 2016.
6. Revised Submittal received October 14, 2016.
7. Revised Submittal received November 6, 2016.
8. Revised Submittal received December 1, 2016.
9. Revised Submittal received December 8, 2016.
10. Revised Submittal received December 13, 2016.
11. Revised Submittal received December 16, 2016.

12. Revised Submittal received December 20, 2016.
13. Revised Submittal received December 21, 2016.
14. Revised Submittal received December 22, 2016.
15. Revised Submittal received December 28, 2016.

Rule Specific Permit Conditions

Rule A: Procedural Requirements

Because the proposed project includes undertaking an activity for which a RPBCWD permit is required, the Metropolitan Council must obtain the required permit prior to commencing the activity that is regulated by the District and must conform to the RPBCWD's Procedural Requirements (Rule A).

Rule A, Subsection 2.1 requires that an application bearing the original signature of the property owner(s) must be submitted to the District to obtain a permit. The Metropolitan Council has submitted an application signed by the Metropolitan Council. The Metropolitan Council does not own or have necessary property rights to construct all activity that is regulated by the District in the project area.

Because the proposed project is a large, long, linear project with an extended construction timeline, the Metropolitan Council has requested a procedural variance. The Metropolitan Council provided a memo dated March 24, 2016 which outlines the proposed property acquisition process for the project. The proposed process includes acquiring the necessary property and property rights for construction as the project progresses rather than obtaining all property prior to the start of construction.

District permit procedure (paragraph 2.1) requires the property owner's signature on any application. As the proponent of the project, Metropolitan Council signed the submitted application and has acquired for itself or in partnership with cities along the track route right-of-way for the project, but additional property-use rights (ROW) are needed. Under these unique circumstances (and the generally unique nature of this extensive public infrastructure project), staff determines in consultation with legal counsel that the procedural requirement can be met without a variance by board approval of permits for subwatershed-defined portions of the work, conditioned on demonstration of these additional acquisitions as work proceeds.

In order to analyze the project and allow phased construction of the project, the project has been reviewed per major stormwater BMP subwatershed. There are eight major BMP subwatersheds for the project (BMPs 100, 102, 104, 105, 106, 106A, 107, and 122). RPBCWD engineer (in consultation with legal counsel) recommends issuing partial permits for the project based on major BMP subwatershed once the Applicant has made the necessary demonstration to RPBCWD that the project has the necessary property rights to construct all portions of the project in those subwatersheds and any permit conditions within the subject subwatersheds are addressed. No work can take place within a major project BMP subwatershed until the necessary property rights have been obtained and the Metropolitan

Council is able to meet the Rule requirements (e.g., provide the required wetland buffer and stormwater treatment). This recommendation is facilitated by the ‘common scheme of development’ provision of the District stormwater rule (2.5a), which provides for compliance of work on multiple properties under common ownership with the District stormwater criteria through use of a stormwater management facility or facilities as long as the criteria in subsection 3.1 are met for each contributing drainage area within the common or related ownership. The conditions listed in the remainder of the document reference the major BMP subwatershed name.

The engineer also recommends (in consultation with legal counsel) that the managers delegate the necessary authority to the administrator to approve requests for permit modifications that prove necessary for the project to proceed unless the request requires approval of a variance. (The administrator would have the discretion to bring any request to the board if it raises a policy, technical or legal question that, in her view, should be considered by the board.)

Rule B: Floodplain Management and Drainage Alterations

Because the proposed project involves the placement of fill below the 100-year flood elevation of waterbodies DOT-EP-17, EP-EP-18, EP-EP-22, and EP-EP-24 (see table below for descriptions), the project activities must conform to the RPBCWD’s Floodplain Management and Drainage Alterations rule (Rule B).

The District provided the Metropolitan Council with the hydrologic/hydraulic model for this area. The table below summarizes the locations where land-disturbing activities or filling of land below the 100-year flood elevation is proposed in waterbodies in the watershed.

Floodplain Impact Summary:

Waterbody ID	Description	Floodplain Fill (CY)	Compensatory Storage Provided (CY)	Atlas 14 100-year HWL	Cause of Impact
EP-EP-24 (Ditch 43)	Wetlands located on western portion of SW Station	3,100	3,778	826.1	Fill from SW Station Platform bridge piers, platform slab, and bus loop embankment side slope.
EP-EP-22	Wetland at SW Condos	90	275	831.2	Relocated TH212 bus ramp embankment side slope.
EP-EP-18	Stormwater Pond at Costco	260	280	879.3	Berm modifications to keep proposed bridge piers outside of pond wet pool.

Waterbody ID	Description	Floodplain Fill (CY)	Compensatory Storage Provided (CY)	Atlas 14 100-year HWL	Cause of Impact
DOT-EP-17	Wetland at NE quadrant of Technology Drive and Prairie Center Drive (a.k.a. Leap Frog Pond)	0	608	832.25	Excavating to create additional storage to meet rate control requirements above the wetland boundary.

The supporting materials demonstrate, and the RPBCWD Engineer concurs, that fill will be placed and compensatory storage will be created below the 100-year floodplain as summarized in the table above, thus providing a net increase in the floodplain storage. The compensatory storage is provided at the same elevation (+/- 1 foot) below the 100-year floodplain, thus the project conforms to Rule B, Subsection 3.2. The project grading resulting in additional floodplain storage will not cause an adverse offsite impact and will not adversely affect flood risk, basin or channel stability, groundwater hydrology, stream base flow, water quality or aquatic or riparian habitat because the project will provide for additional storage area, temporary and permanent erosion control measures, and appropriate site restoration methods (Rule B, Subsection 3.3). The design plans include a note indicating that activities must be conducted so as to minimize the potential transfer of aquatic invasive species (e.g., zebra mussels, Eurasian watermilfoil, etc.) to the maximum extent possible (Rule B, Subsection 3.5).

The Applicant has requested a variance from the criteria of Rule B, Subsection 3.4 that no structure may be placed, constructed or reconstructed and no surface may be paved within 100 feet of the centerline of any watercourse. The proposed bus loop bridge is regulated under Rule G and is exempt from this requirement; however, the Park and Ride is proposed at grade and will be within 100 feet of the centerline of Ditch 43 (see variance discussion below).

The Applicant has requested a variance from the criterion of Rule B, Subsection 3.1 that the low floor elevation of all new and reconstructed structures will be constructed at a minimum of two feet above any applicable 100-year flood elevation for the bus loop bridge and the SW Station Park and Ride expansion and Light Rail Transit bridge bottom slab. The low cord elevation at the bus loop bridge is 0.31 feet above the 100-year flood elevation of Ditch 43 and the low cord elevation at the SW Station Park and Ride expansion and Light Rail Transit bridge bottom slab is 0.78 feet above the 100-year event flood elevation of Ditch 43 (see variance discussion below).

Aside from the variance request discussed below, the project is in conformance with RPBCWD Rule B.

Rule C: Erosion and Sediment Control

Because the project will alter over 21.3 acres (927,828 square feet) of surface area 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 AECOM and WSB and Associates, Inc. includes installation of silt fence, sediment control log, floating silt curtain, inlet protection for storm sewer catch basins, rock construction entrance, placement of a minimum of 6 inches of topsoil, decompaction of pervious areas compacted during construction, and retention of native topsoil onsite.

To conform to the RPBCWD Rule C requirements the following revisions are needed:

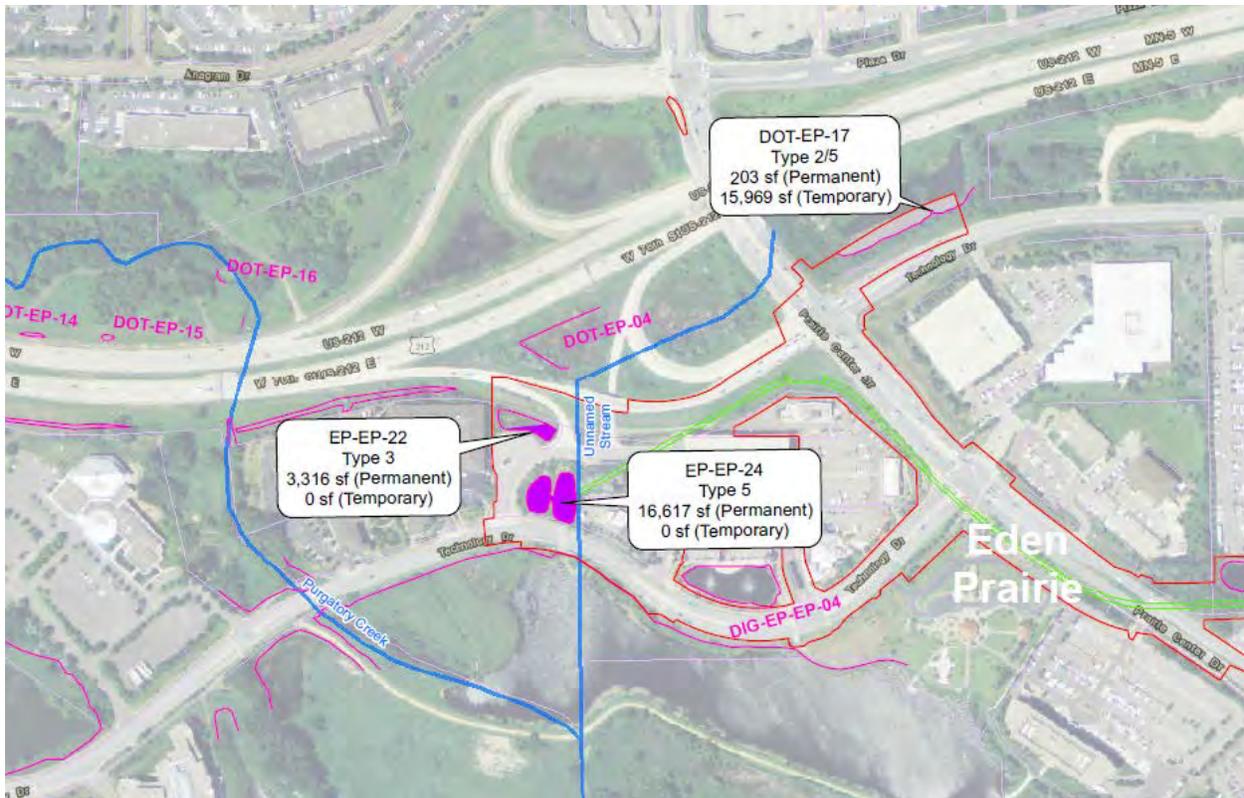
- C1. The Applicant must provide the name and contact information of the general contractor responsible for the site. RPBCWD must be notified if the responsible party changes during the permit term.

Rule D: Wetland and Creek Buffers

Because the proposed work triggers a permit under RPBCWD Rules B, E, F, G and J and four wetlands are either downgradient from or disturbed by the proposed construction activities, Rule D, Subsections 2.1a and 3.1 require buffer along the edge of the wetlands that are downgradient from proposed land-disturbing activities and around the entirety of wetlands disturbed by the proposed work. There is also a public waters watercourse on the western portion of the SW Station site that is downgradient from the land-disturbing activities and will be disturbed by the activities. Because the proposed activities will disturb a portion of the public watercourse Rule D, Subsections 2.1a and 3.1 require buffer along the entire watercourse. See below for figures showing the location of the impacted and downgradient wetlands and public watercourse (unnamed stream in figure, a.k.a. Ditch 43). Additional wetlands identified in the figures were identified during the environmental review process, but are not impacted or downgradient from the proposed activities.

- EP-EP-20 (a.k.a. Lake Idlewild): The proposed work will not drain, fill or otherwise disturb wetland EP-EP-20 on the subject property where buffer will be provided. Because the proposed construction activities along Technology Drive are upgradient from the wetland but do not impact this wetland, Rule D, Subsections 2.1a and 3.1 require buffer along the downgradient portion of the wetland.
- EP-EP-22: The proposed project will fill a portion of wetland EP-EP-22. Compensatory storage has been provided in accordance with Rule B and the Applicant has obtained approval for the wetland impacts from the local governmental unit (LGU) responsible for administering the Wetland Conservation Act (city of Eden Prairie). Because the proposed construction activities disturb this wetland, Rule D, Subsections 2.1a and 3.1 require buffer around the entire wetland where the Applicant has property rights.

- DOT-EP-17: While initial submittal indicated the project would have disturbed this wetland (as shown in the figure below), the applicant modified the design to avoid work within the delineated wetland boundary. The proposed work will not drain, fill or otherwise disturb wetland DOT-EP-17. Because the proposed construction activities are upgradient from the wetland but do not impact this wetland, Rule D, Subsections 2.1a and 3.1 require buffer along the downgradient portion of the wetland. The wetland is within MnDOT ROW. According to the response to comments provided by the applicant, the project only has temporary rights to access and construct the improvements on the MnDOT property for the proposed project. The area within the MnDOT ROW will be revegetated with native vegetation. The applicant has advised that it cannot acquire the property rights necessary to establish permanent buffer on MnDOT ROW, such that compliant wetland buffers cannot be provided (Rule D, subsection 3.1g).
- EP-EP-24: The project will completely impact wetland EP-EP-24. The Applicant has obtained approval for these wetland impacts from the LGU responsible for administering the Wetland Conservation Act. Because this wetland will be completely impacted and mitigated off-site, wetland buffer is not required.
- Unnamed Stream (a.k.a. Ditch 43): The proposed project will impact about 200 feet of the public waters watercourse. The remainder of the watercourse within the project site is contained within existing box culverts. Because the proposed construction activities disturb the public watercourse, Rule D, Subsections 2.1a and 3.1 require buffer around the entire watercourse where the Applicant has property rights. In addition, Rule D, Subsection 5 allows the construction and maintenance of a structure, impervious cover or right-of-way maintained permanently in conjunction with a crossing of a waterbody or wetland in buffer area that would otherwise be required under this rule.



The Applicant provided a wetland delineation report dated December 2013. A MNRAM for the protected wetlands on the site was completed (dated October 15, 2013), and the value for the wetlands was determined in accordance with Rule D, Appendix D1. The table below summarizes the required and proposed average and minimum buffer widths.

Wetland Buffer Summary:

Regulated Feature	RPBCWD Wetland Value	Required Minimum Width ¹ (ft)	Required Average Width ¹ (ft)	Provided Minimum Width (ft)	Provided Average Buffer Width ² (ft)
EP-EP-20	High	30	60	20	52
EP-EP-22	Medium	20	40	0	8
DOT-EP-17	Medium	20	40	0	0
Ditch 43	NA	30	50	0	60

¹ Average and minimum required buffer width based on Rule D, Subsection 3.1.a.

Wetland EP-EP-20 was determined to be a high value wetland. RPBCWD Rule D, Subsection 3.1.a.ii requires an average buffer width of 60 feet from the delineated edge of a high value wetland, minimum 30 feet. The Applicant has requested a variance from the criteria of Rule D, Subsection 3.1.a.ii that require an average buffer width of 60 feet from the delineated edge of a high value wetland, minimum 30 feet. The proposed wetland buffer at EP-EP-20 has an average width of 52 feet, minimum 20 feet (see variance discussion below).

Wetland EP-EP-22 was determined to be a medium value wetland. RPBCWD Rule D, Subsection 3.1.a.iii requires an average buffer width of 40 feet from the delineated edge of a medium value wetland, minimum 20 feet. EP-EP-22 Met Council ROW is shown per the attached buffer location figure. Buffer is maximized in the available ROW and between the wetland and proposed infrastructure. The project has temporary access to the MnDOT ROW. However, post project, the north and west side of the wetland will remain MnDOT and private property, respectively; therefore wetland buffers are not shown on property not owned by the Met Council. The project only has temporary rights to access the MnDOT property to construct the flood storage mitigation area. The Applicant is proposing construction of new infrastructure in areas that are within Met Council ROW and within the required average buffer width. The disturbed area within the MnDOT ROW will be seeded with native vegetation post project. The Applicant has requested a variance from the criteria of Rule D, Subsection 3.1.a.iii that require an average buffer width of 40 feet from the delineated edge of a medium value wetland, minimum 20 feet. The proposed wetland buffer at EP-EP-22 has an average width of 8 feet, minimum 0 feet (see variance discussion below).

Ditch 43 is located on the western portion of the project site. Because the proposed land-disturbing activities will impact about 200 feet of the public waters watercourse, Rule D, Subsections 2.1a and 3.1 require a 50 foot average, 30 foot minimum buffer around the entire watercourse where the Applicant has property rights. In addition, Rule D, Subsection 5 allows the construction and maintenance of a structure, impervious cover or right-of-way maintained permanently in conjunction with a crossing of a waterbody or wetland in buffer area that would otherwise be required under this rule. The proposed watercourse buffer along Ditch 43 has an average width of 60 feet, minimum 0 feet from the centerline of the watercourse. The applicant has not requested a variance from the minimum buffer width requirement along this watercourse. To conform to the RPBCWD Rule D the project plans must be revised to include a 30 foot minimum buffer width for the portion of Ditch 43 northwest of the bus loop bridge deck and buffer markers consistent with the criteria in Rule D (see rule specific permit condition D1).

The Applicant provided a buffer zone and marker location map confirming that the proposed buffer area extends the required average widths and to the property or right-of-way limits. The Applicant is proposing revegetating disturbed areas within the proposed buffer with native vegetation in conformance with Rule D, Subsection 3.2. A note is included on the plan sheet indicating the project will

be constructed so as to minimize the potential transfer of aquatic invasive species (e.g., zebra mussels, Eurasian watermilfoil, etc.) to the maximum extent possible conforming to Rule D, Subsection 3.5.

Aside from the variance request discussed below, to conform to the RPBCWD Rule D the following revisions are needed:

- D1. The project plans must be revised to include a 30 foot minimum buffer width for the portion of Ditch 43 northwest of the bus loop bridge deck and buffer markers consistent with the criteria in Rule D.
- D2. The applicant must provide documentation acceptable to the administrator, on advice of counsel, of inability to acquire permanent rights to establish and maintain buffer adjacent to wetland DOT-EP-17.
- D3. Buffer areas and maintenance requirements must be documented in an agreement approved by RPBCWD. As a public entity, the Metropolitan Council may comply with this requirement by entering into a maintenance agreement with the RPBCWD. The maintenance agreement must also include an exhibit clearly showing the buffer area and monument locations.

Rule E: Dredging and Sediment Removal

Because the proposed project will remove more than one cubic yard of sediment from the beds, banks or shores of Ditch 43 (a public water), the project must conform to the requirements in the RPBCWD Dredging and Sediment Removal rule (Rule E, Subsection 2).

The sediment removal is not proposed for navigation purposes (Rule E, Subsection 3.1a). The project will remove material to restore the ditch to its original cross-section and will not alter the original alignment or slope (Rule E, Subsection 3.1b). No sediment removal will occur above the ordinary high water level or into the upland adjacent to the watercourse (Rule E, Subsection 3.1c). Ditch 43 is a constructed ditch not a natural watercourse; therefore the project will not enlarge a natural watercourse and will not create a channel to connect adjacent backwater areas for navigational purposes (Rule E, Subsection 3.1d). The project will restore the original cross-section of the ditch and will not cause increased seepage or result in subsurface drainage (Rule E, Subsection 3.1e). The project will provide upstream water quality treatment from the proposed dredging site and provide erosion and sediment control measures to reduce ecological impacts and is not proposed at a high-quality wetland or other ecologically sensitive area (Rule E, Subsection 3.1g). The banks and bed of Ditch 43 will be restored and stabilized at the conclusion of the permitted work (Rule E, Subsection 3.3). The project has proposed floatation silt curtain downgradient of the proposed work (Rule E, Subsection 3.4). The project specifications include provisions that no activity affecting the bed of a public water may be conducted between March 15 and June 15 on watercourses to minimize impacts on fish spawning and migration (Rule E, Subsection 3.5). The project specifications include a provision that dredging must be conducted so as to minimize the potential transfer of aquatic invasive species (e.g., zebra mussels, Eurasian watermilfoil, etc.) to the maximum extent possible (Rule E, Subsection 3.6).

The Applicant has requested a variance from the criteria of Rule E, Subsection 3.1.f that requires that dredging not be proposed for a location where any portion of the area to be dredged contains any slope steeper than 3:1 (H:V) in a channel. The area of Ditch 43 where dredging is proposed is 1:1 or 2:1 (H:V) (see variance discussion below).

Aside from the variance request discussed below, the project is in conformance with the RPBCWD Rule E.

Rule G: Waterbody Crossings and Structures

The project proposes two bridge crossings of Ditch 43, a public water, thus conformance with RPBCWD's Waterbody Crossings Rule (Rule G) is required for this project. The criteria in subsections 3.1, 3.2 and 3.7 apply to the project.

This work represents a demonstrated public benefit by allowing the construction of the bus loop adjacent to the Southwest Station at the end of the proposed SWLRT public transit project (Rule G, Subsection 3.1a). The proposed crossing was modeled in a portion of the District's PCSWMM with supplemental information submitted for the project. The analysis shows that the 100-year frequency flood elevation upstream of the bridge will be maintained at elevation 827.3 M.S.L. and the downstream flood elevation will match the existing flood elevation of 826.03 M.S.L., thus confirming the project will not increase the flood stage of the existing water body conforming to Rule G, Subsection 3.2a. Ditch 43 is not used for navigation, thus the requirement of Rule G, Subsection 3.2b does not apply to this project. The project will not adversely affect water quality or cause increased scour, erosion or sedimentation because the stabilization materials are sized appropriately to withstand the erosion potential along Ditch 43 consistent with the criteria in Rule G, Subsection 3.2c. A memo from Roxy Franta, Environmental Scientist at WSB & Associates Inc., identified that due to the urban setting and existing infrastructure in the project area, wildlife passage is not available in existing conditions, thus the project is in conformance with Rule G, Subsection 3.2d. A no-build option would require a different alignment of the SWLRT line, the proposed alignment was determined through an EIS process including exploring alternative alignments. A bridge spanning the creek is the option that will have the minimal impact to the area and Ditch 43 because it restores flow through an open creek section rather than confining flow through a culvert, which is consistent with Rule G, Subsection 3.2e.

The project SWPPP includes a note directing the contractor that no work affecting the bed or banks of a protected water shall occur between March 15 and June 15 (Rule G, Subsection 3.7a). Banks will be immediately stabilized after completion of permitted work and revegetated as soon as growing conditions allow (Rule G, Subsection 3.7b). A note is included on the plan sheet indicating the project will be constructed so as to minimize the potential transfer of aquatic invasive species (e.g., zebra mussels, Eurasian watermilfoil, etc.) to the maximum extent possible (Rule G, Subsection 3.7c).

Rule G, Subsection 3.7d requires compliance with the applicable criteria in subsections 3.2 to 3.4 of Rule F. Because the two crossings are immediately adjacent to each other the waterbody crossing analysis related to the Rule F criteria is summarized here for the two crossings together. The streambank stabilization work associated with the waterbody crossing is not for cosmetic purposes (Rule F, Subsection 3.3j). Regarding the Subsection 3.2 sequencing analysis, which requires an Applicant to show that proposed stabilization practices at the waterbody crossing are consistent with shear stresses at the location of the proposed stabilization: PCSWMM modeling indicates the flow velocities and average shear stress during the 100-year event in this portion of Ditch 43 are 7.4 feet per second (fps) and 1 pound per square foot (lb/ft^2), respectively. This shear stress significantly exceeds the shear stress that can be sustained by the native soils in the area ($0.02\text{-}0.26 \text{ lb}/\text{ft}^2$), and is near the upper threshold of the shear stress vegetation alone can withstand ($0.7\text{-}1.7 \text{ lb}/\text{ft}^2$, respectively). The lower portion of the ditch will also be continually inundated by stream flow, reducing the ability for the kind of sustained vegetation growth that would be needed to resist the anticipated shear stress, thus exposing the native soils to the erosional forces and flow velocities. These data show that a combination of bioengineering and riprap is necessary to achieve streambank stabilization at the Ditch 43 crossing, and some use of riprap is necessary. The project is proposing to install MnDOT Class IV riprap with native vegetation in areas that are not completely shaded by the bridges. Nearly half the channel will be planted with native vegetation. The project proposes the use stone rip-rap having an average size of 12 inches, with a geotextile (MNDOT 3733) and transition layer of 6 inches of granular bedding consistent with Rule F, Subsections 3.3b and 3.3d. Specifications for the project prohibit the use of limestone or dolomite consistent with Rule F, Subsections 3.3b. Based on the information reviewed, the riprap design is consistent with the erosion intensity for the flow in Ditch 43 at this location (Rule F, Subsection 3.2 and Subsection 3.3b).

Plans submitted confirm the proposed streambank stabilization at the waterbody crossings follow the natural alignment of the ditch and will not cover emergent vegetation (Rule F, Subsection 3.3c and 3.3e). The riprap is proposed to extent to the top of the streambanks along Ditch 43 consistent with Rule F, Subsection 3.3f. The project calls for the finished slopes under the bridge of 2H:1V which also does not conform to Rule F, Subsection 3.3g. The Applicant as requested a variance from compliance with this standard (see variance discussion below). The project will not reduce the cross-sectional area of the ditch or result increased water levels based on the waterbody crossing analysis conducted using the District's SWMM model, thus conforming to Rule F, Subsection 3.3h. The riprap design reflects the engineering properties of the underlying soils and any soil corrections or reinforcements necessary (Rule F, Subsection 3.3i).

Aside from the variance request discussed below, to conform to the RPBCWD Rule G the following revisions are needed:

- G1. Permit applicant must provide a draft maintenance agreement for the waterbody crossing, in accordance with Rule G, Section 5. As a public entity, the Metropolitan Council may comply with this requirement by entering into a maintenance agreement with the RPBCWD.

Rule J: Stormwater Management

Because the project will alter over 21.3 acres (927,828 square feet) of surface area, conformance with RPBCWD's Stormwater Management Rule (Rule J) is required. The Southwest Light Rail Transit Station and Park and Ride area of the project is considered redevelopment. Because the project will disturb 100 percent of the existing impervious surface on the site, the criteria of Section 3 will apply to the entire Southwest Light Rail Transit Station and Park and Ride redevelopment site (Rule J, Subsection 2.3). Because the project also proposes to increase the impervious surface by more than 50 percent at three power transfer stations, the criteria of Section 3 will apply to the entire power transfer station locations. Additionally, the project entails construction or reconstruction of 17.9 acres of linear impervious surface; therefore, stormwater management for this portion of the project must be provided in accordance with the criteria of Subsection 3.2 (Rule J, Subsection 2.4).

The receiving waterbodies/BMP's are or will be under drainage and utility easements or public right-of-way maintained by the MnDOT, cities or Metropolitan Council, facilitating the use of the 'common scheme of development' provision of the District stormwater rule (2.5a). This provision provides for compliance of work on multiple properties under common or related ownership with the District stormwater criteria through use of a shared stormwater management facility or facilities as long as the criteria in subsection 3.1 are met for each contributing drainage area within the common or related ownership.

Rate Control

In order to meet the rate control criteria listed in Subsection 3.1.a, the 2-, 10-, and 100-year post development peak runoff rates must be equal to or less than the existing discharge rates at all locations where stormwater leaves the site.

The Applicant used a HydroCAD hydrologic model to simulate runoff rates for pre- and post-development conditions for the 2-, 10-, and 100-year frequency storm events using a nested rainfall distribution, and a 100-year frequency, 10-day snowmelt event. The existing and proposed 2-, 10-, and 100-year frequency discharges from the site are summarized in the table below. The proposed project conforms to RPBCWD Rule J, Subsection 3.1.a.

Rate Control Summary:

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
5180	5.0	3.5	7.9	7.4	13.3	13.0	2.0	1.4
Tech Drive Box	3.7	0.0	6.2	0.0	11.2	3.1	1.7	1.6
5989A (Outlet from BMP 104)	3.3	3.2	6.1	6.0	11.6	11.4	1.9	1.9
DIG-EP-EP-04	39.2	36.3	61.8	57.2	103.1	95.4	13.4	12.3
Leap Frog Pond (DOT-EP-17)	422	421	599	599	1030	1028	197	197
BMP106/106A	9.6	0.0	17.0	1.0	31.4	4.3	5.0	2.8
Eden Curve Pond	48.2	20.3	81.3	59.8	146.5	88.1	30.0	23.5
5602	3.0	3.0	5.0	5.0	9.0	9.0	1.3	1.3
BMP 107 Outlet	5.7	4.9	9.5	8.6	16.9	15.2	2.5	2.5
Bryant Lake BMP 122 Outlet	14.2	7.7	25.8	14.7	51.8	31.0	8.8	7.4

Volume Abstraction

Southwest LRT Station and Park and Ride Redevelopment Site

Subsection 3.1.b and 2.3 of Rule J require the abstraction onsite of 1.1 inches of runoff from all impervious surfaces on the site. An abstraction volume of 11,979 cubic feet is required from the 3.0 acres (130,680 square feet) of impervious surface on the site for volume retention. The Applicant proposes two infiltration basins (BMP 100 and 102) with pretreatment of runoff provided by vegetated filter strips for BMP 100 and a sump manhole for BMP 102 to provide the required volume abstraction for the redevelopment portion of the project. Soil borings performed by Braun Intertec show that soils in the vicinity of Infiltration BMP 100 are silty sand (SM) while soils in the vicinity of Infiltration BMP 102 are sandy lean clay (CL) with underlying silty sand (SM). The MN Stormwater Manual indicates an infiltration rate of 0.06 in/hr for the clay soils and 0.45 in/hr for the silty sand. Soil borings performed by Braun Intertec show no groundwater to a boring depth of 12 feet and 14 feet for Infiltration BMP 100 and 102, respectively. This indicates that groundwater is at least 3 feet below the bottom of the proposed infiltration basins (Rule J, Subsection 3.1.b.ii). The nearest boring to the proposed infiltration basin (BMP 100), it was not collected within the proposed infiltration basin. Paragraph 4.3c of the rule

requires a soil boring at the proposed infiltration site to demonstrate that the bottom of the infiltration basin is at least 3 feet above the water table, the soils present below the basin and confirm the infiltration capacity.

The table below summarizes the volume abstraction for the redevelopment portion of the site.

Volume Abstraction Summary – Redevelopment Site:

Required Abstraction Depth (inches)	Required Abstraction Volume (cubic feet)	Provided Abstraction Volume (cubic feet)
1.1	11,979	13,068

To conform to the RPBCWD Rule J, Subsection 3.1.b the following revisions are needed:

- J1. The applicant must submit documentation verifying the soils present, infiltration capacity of the soil and the groundwater elevation at the location of BMP 100 to a minimum depth of five feet below the bottom contour of the pond. This can be accomplished by soil boring, infiltrometer test, potholing or other methods. If soil infiltration capacity is less than the infiltration rates used for the design a design modification must be submitted for approval.

Power Transfer Station Redevelopment Sites

Subsections 3.1.b and 2.3 of Rule J require the abstraction onsite of 1.1 inches of runoff from all impervious surfaces on the site. However, the Applicant has elected to install porous pavement at the power transfer station sites to mitigate the need to provide additional rate control, volume abstraction, and water quality treatment. At power transfer station SW 302, 3,956 square feet of porous pavement is proposed with a 2,428 square foot building. At power transfer station SW 301, 8,860 square feet of porous pavement is proposed with a 3,536 square foot building. At power transfer station SW 303, 4,953 square feet of porous pavement is proposed with a 2,358 square foot building. Because the media below the draitile under the porous pavement will provide abstraction for 1.1 inches of runoff from the footprint of the porous pavement, the surfaces are considered pervious. Additional storage volume has been provided in the media below the draitile under the porous pavement to provide abstraction for the proposed buildings.

The table below summarizes the volume abstraction for the power transfer station redevelopment sites. The proposed project is in conformance with Rule J, Subsection 3.1.b.

Volume Abstraction Summary – Power Transfer Station Redevelopment Sites:

Required Abstraction Depth (inches)	Required Abstraction Volume (cubic feet)	Provided Abstraction Volume (cubic feet)
1.1	1,629	4,762

Linear Site

Subsection 3.2.c and 2.4 of Rule J requires the abstraction onsite of the larger of 0.55 inches of runoff from the new and fully reconstructed impervious surfaces or 1.1 inches from the net increase in impervious area. In this case 0.55 inches of runoff from the new and fully reconstructed impervious surfaces is the larger volume. An abstraction volume of 35,737 cubic feet is required from the 17.9 acres (779,724 square feet) of impervious surface on the site for volume retention. The Applicant proposes 19 track ditches with check dams, five infiltration basins, and planter boxes with pretreatment of runoff provided by vegetated swales for the track ditches and infiltration basin BMP 104, sump manholes for infiltration basin BMPs 106, 106A, 107, and 122, and rock filter for the planter boxes to provide the required volume abstraction for the linear portion of the project. The table below summarizes the soil and groundwater information at each of the proposed BMPs for the linear portion of the project. This indicates that groundwater is at least 3 feet below the bottom of the proposed BMPs (Rule J, Subsection 3.1.b.ii).

Infiltration Rate and Depth to Groundwater Summary:

BMP	Soil Type	MN Stormwater Manual infiltration rate (in/hr)	Depth to Groundwater (ft)
Ditch 2108+50	sandy lean clay (CL)	0.06	46
Ditch 2109+00	sandy lean clay (CL)	0.06	41
Ditch 2109+50	sandy lean clay (CL)	0.06	41
Ditch 2112+50	poorly graded sand (SP)	0.8	41
Ditch 2113+00	poorly graded sand (SP)	0.8	41
Ditch 2113+50	poorly graded sand (SP)	0.8	41
Ditch 2114+00	lean clay with sand (CL)	0.06	41
Ditch 2114+50	lean clay with sand (CL)	0.06	41
Ditch 2121+00	silty sand (SM)	0.45	21
Ditch 2121+50	silty sand (SM)	0.45	21
Ditch 2129+00	sandy lean clay (CL)	0.06	41
Ditch 2133+00	clayey sand with gravel (CL)	0.06	41
Ditch 2133+50	clayey sand with gravel (CL)	0.06	41
Ditch 2134+00	sandy lean clay (CL)	0.06	31
Ditch 2134+50	sandy lean clay (CL)	0.06	31
Ditch 1136+50	See Rule Specific Permit Condition J2.		
Ditch 1137+00			
Ditch 1137+50			
Ditch 1108+50	sandy lean clay (CL)	0.06	46

BMP	Soil Type	MN Stormwater Manual infiltration rate (in/hr)	Depth to Groundwater (ft)
BMP 104	clayey sand (CL)	0.06	40
BMP 106	clayey sand (CL)	0.06	21
BMP 106A	clayey sand (CL)	0.06	21
BMP 107	sandy lean clay (CL)	0.06	30
BMP 122	poorly graded sand with silt (SP-SM)	0.8	33
Eden Road Planter Boxes	sandy lean clay (CL)	0.06	30
Power Transfer Station – SW 301	clayey sand (CL)	0.06	25
Power Transfer Station – SW 302	lean clay with sand (CL)	0.06	39
Power Transfer Station – SW 303	sandy lean clay (CL)	0.06	39

The table below summarizes the volume abstraction for the linear portion of the site.

Volume Abstraction Summary – Linear Site:

Required Abstraction Depth (inches)	Required Abstraction Volume (cubic feet)	Provided Abstraction Volume (cubic feet)
0.55	35,719	37,472

To conform to the RPBCWD Rule J, Subsection 3.2.c the following revisions are needed:

- J2. A soil boring must be provided in the area of ditches from station 1136+50, 1137+00, and 1137+50 to confirm a minimum of 3 feet separation to seasonally high groundwater. The provided ditch design summary indicates boring 2067ST was used for these locations; however, the proposed BMPs are above the ground elevation of boring 2067ST.

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 19 track ditches with check dams, seven infiltration basins, a vegetated swale, and planter boxes with pretreatment of runoff provided by vegetated filter strips for the track ditches and BMPs 100 and 104, sump manholes for BMPs 102, 106, 106A, 107, and 122, and a rock filter for the planter boxes. A P8 water quality model was developed to estimate the TP and TSS loading from the watersheds and the removal capacity of the proposed BMPs. The results of this modeling are summarized below. The engineer concurs with the modeling, and finds that the proposed project is in conformance with Rule J, Subsection 3.1.c.

Water Quality Summary:

Pollutant of Interest	Regulated Site Loading (lbs/yr)	Required Load Removal (lbs/yr)¹	Provided Load Reduction (lbs/yr)²
Total Suspended Solids (TSS)	12,342	10,616 (90%)	11,465 (93%)
Total Phosphorus (TP)	37.6	22.7 (60%)	32.2 (82%)

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

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 according to Rule J, Subsection 3.6. The lowest elevation of the structures and the 100-year event flood elevation in the adjacent stormwater BMPs are summarized below. The RPBCWD Engineer concurs that the proposed project is in conformance with Rule J, Subsection 3.6.

Low Floor Conformance Summary:

Location Riparian to Stormwater Facility	Low Floor Elevation of Building (feet)	100-year Event Flood Elevation of Adjacent Stormwater Facility (feet)	Freeboard (feet)	Required Distance Between Building and Adjacent Stormwater Feature (feet)	Provided Distance Between Building and Adjacent Stormwater Feature (feet)
19 Track ditches			Utilized Appendix J1	5	100 ¹
SW Station Condos (BMP 100)	834	826.8	7.2		
Noodles and Co (BMP 102)	832	826.5	5.5		
SWLRT Station Park and Ride(BMP 102)	831.25	826.5	4.75		
Anchor Bank (BMP 104)	836.91	834.6	2.31		
Costco (BMP 104)	888	834.6	53.4		
Redstone Grill (BMP 105)	880.8	870.6	10.2		
Building to East (BMP 106)	895	863.0	32		
Building to East (BMP 106A)	895	873.4	21.6		
Residence Inn (BMP 107)	906.9	897.4	9.5		
Nestle USA (BMP 122)	901	881.3	19.7		
Costco (Costco Pond)	888	879.3	8.7		
Bachman's (Costco Pond)	877.5	879.3	Utilized Appendix J1	5	120
SW Station Condos (EP-EP-22)	834	831.2	2.8		

¹ 100 feet is the minimum separation distance between a track ditch and an adjacent structure.

The 19 track ditches pond water up to one foot depending on the underlying soil type. An analysis in accordance with Appendix J1 was completed for the 19 track ditches and the adjacent structures. Appendix J1 indicates a required separation of 5 feet between the track ditches and the adjacent structures. The actual minimum separation distance between an adjacent building and a track ditch is 100 feet; therefore, the track ditches meet the requirements of Rule J, Subsection 3.6.

The low floor elevation of the existing Bachman's is less than the 100-year event flood elevation of the existing Costco Pond (which will be re-graded as part of the project). An analysis in accordance with Appendix J1 was completed for the existing building and re-graded Costco Pond. Because the soil borings on the site indicate there was groundwater approximately 44 feet below grade, the required distance between the existing Bachman's building and the 100-year flood level of the re-graded Costco Pond is 5 feet. The actual distance between the existing Bachman's building and the re-graded Costco Pond is 120 feet; therefore, the project meets the requirements of Rule J, Subsection 3.6.

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.

- J3. Permit applicant must provide a draft maintenance and inspection plan. As a public entity, the Metropolitan Council may comply with this requirement by entering into a maintenance agreement with the RPBCWD. The Metropolitan Council must also submit proof of perpetual property-use rights (i.e., easements) sufficient to ensure its ability to utilize and maintain stormwater management facilities . (Note that typically a drainage and utility easement does *not* secure such rights.)

Rule K: Variances and Exceptions

The Applicant has requested two variances from the RPBCWD floodplain rule requirements, two variances from the RPBCWD wetland buffer rule requirements, one variance from the RPBCWD dredging and sediment removal rule, and one variance from the RPBCWD waterbody crossings rule requirements as follows:

1. The first variance request is from the requirements of Rule B, Subsection 3.4 of the floodplain rule which states that no structure may be placed, constructed or reconstructed and no surface may be paved within 100 feet of the centerline of any watercourse, except structures and associated impervious surface regulated under Rule G and trails 10 feet wide or less.
2. The second variance request is from the requirement that the low floor elevation of all new and reconstructed structures will be constructed at a minimum of two feet above any applicable 100-year flood elevation (Rule B, Subsection 3.1).

3. The third variance request is from the average and minimum width requirement for a high value wetland at EP-EP-20 (north) (Rule D, Subsection 3.1.a.ii).
4. The fourth variance request is from the average and minimum width requirement for a medium value wetland at EP-EP-22 (Rule D, Subsection 3.1.a.iii).
5. The fifth variance request is from the requirement that dredging or sediment removal is not proposed for a location where any portion of the area to be dredged contains any slope steeper than 3:1 (H:V) in a channel (Rule E, Subsection 3.1.f).
6. The sixth variance request is from the requirement that the finished, stabilized slope of any shoreline will not be steeper than 3:1 (horizontal: vertical) (Rule F, Subsection 3.3.g as required by Rule G, Subsection 3.7.d).

According to RPBCWD's Rule K, the Board of Managers must find that because of unique conditions inherent to the subject property the application of the floodplain rule provisions will impose a practical difficulty on the Applicant.

Variance Request #1

The first variance request is from the requirements of Rule B, Subsection 3.4 of the floodplain rule which states that no structure may be placed, constructed or reconstructed and no surface may be paved within 100 feet of the centerline of any watercourse, except structures and associated impervious surface regulated under Rule G and trails 10 feet wide or less. The SWLRT Station Park and Ride and associated paved surfaces will be placed about 54 feet from the centerline of Ditch 43. For purposes of the Board of Managers' consideration, the following factors were analyzed based on Rule K.

- A portion of the SWLRT Station is on a bridge regulated under Rule G and is exempt from this requirement; however, a portion of the SWLRT Station Park and Ride is proposed at grade and will be about 54 feet of the centerline of Ditch 43.
- Light rail track geometry - the adjusted LRT alignment is grade separated over Technology Drive at its intersection with Prairie Center Drive to improve project safety, maintain adequate traffic operations at this intersection and allow the LRT alignment to rise in elevation to enter the Town Center area south of Costco. West of this intersection crossing, the track profile descends at the maximum grade allowed by SWLRT Design Criteria to enter the Southwest Station and provide for an at-grade station platform. The station platform requires LRT track to be relatively flat, therefore, the platform must be located just west of the existing SW Transit parking structure to achieve the profile requirement and to provide for a direct interface with the SW Transit bus platform.
- SW Transit Operations – the frequency of SW Transit buses using the “bus only” exit/entrance ramps from/to TH 215/5 precludes the ability for the LRT adjusted alignment to cross these bus only ramps without severe delays to SW Transit buses using these ramps. The existing SW Transit bus loop and platform area must be reconfigured to allow the LRT station platform to be located west of the existing SW Transit parking structure and avoid the LRT adjusted alignment from crossing SW Transit bus ramps or bus loop area. This reconfiguration is necessary for safety reasons in order to segregate bus, car and pedestrian traffic of the bus terminal from the

proposed LRT adjusted alignment. This reconfiguration impacts the overall layout in the Southwest Station LRT area which results in the structure being placed within 100 feet of Ditch 43.

- Transit users - the proposed reconfiguration promotes convenience for transit users by locating the LRT and SW Transit platforms side-by-side for easy mode transfers. This also allows park-and-riders maximum flexibility to utilize either the existing SW Transit parking structure or the LRT expansion of this parking structure. The parking structure expansion utilizes the property to be acquired for the project (SW Transit Office building and Culvers restaurant). This expansion also requires that a second vehicle entry be provided to Technology Drive. To maintain adequate traffic operations of Technology Drive this second entry is located at the westerly public driveway into the Southwest Station campus.
- For existing conditions, there are several structures within 100-year of the channel centerline. Additionally, the entire area surrounding the existing box culverts (bridge 96735) is impervious surface. Proposed conditions is an improvement from existing as it reduces the impervious surfaces and provides water quality treatment prior to discharge into the channel.
- The design of SWLRT Station Park and Ride structure versus surface parking significantly reduces the footprint of the proposed station and resulting impervious surfaces.
- The low floor elevation of the SWLRT Station Park and Ride (elevation 831.252 is 4.75 feet above the 100-year flood elevation of Ditch 43. In addition, the proposed grading will get the structure out of the 100-year floodplain.
- The proposed variance only impacts the Applicant's property.

Because the proposed structures will not impact flow, the structure designs are limited by adjacent infrastructure, and the design has reduced the footprint of imperviousness within 100 feet of the resource, the RPBCWD engineer recommends approval of Variance Request 1.

Variance Request #2

The second variance request is from the requirement that the low floor elevation of all new and reconstructed structures will be constructed at a minimum of two feet above any applicable 100-year flood elevation (Rule B, Subsection 3.1). The low floor elevation at the bus loop bridge is only 0.31 feet above the 100-year flood elevation of Ditch 43 and the low floor elevation at the SW Station bridge bottom slab is 0.78 feet above the 100-year event flood elevation of Ditch 43. For purposes of the Board of Managers' consideration, the following factors were analyzed based on Rule K.

- The need for the variance occurred due to the complexity of connecting the proposed SWLRT Station Park and Ride structure with the existing parking ramp and providing an at-grade crossing.
- Light rail track geometry - the adjusted LRT alignment is grade separated over Technology Drive at its intersection with Prairie Center Drive to maintain adequate traffic operations at this intersection and allow the LRT alignment to rise in elevation to enter the Town Center area

south of Costco. West of this intersection crossing, the track profile descends at the maximum grade allowed by SWLRT Design Criteria to enter the Southwest Station area and provide for an at-grade LRT station platform. The station platform requires LRT track to be relatively flat, therefore, the platform must be located just west of the existing SW Transit parking structure to achieve the profile requirement and to provide for a direct interface with the SW Transit bus platform.

- SW Transit Operations – the frequency of SW Transit buses using the “bus only” exit/entrance ramps from/to TH 215/5 precludes the ability for the LRT adjusted alignment to cross these bus only ramps without severe delays to SW Transit buses using these ramps. The existing SW Transit bus loop and platform area must be reconfigured to allow the LRT station platform to be located west of the existing SW Transit parking structure and avoid the LRT adjusted alignment from crossing SW Transit bus ramps or bus loop area. This reconfiguration is necessary for safety reasons in order to segregate bus, car and pedestrian traffic of the bus terminal from the proposed LRT adjusted alignment.
- Transit users - the proposed reconfiguration promotes convenience for transit users by locating the LRT and SW Transit platforms side-by-side for easy mode transfers. This also allows park-and-riders maximum flexibility to utilize either the existing SW Transit parking structure or the LRT expansion of this parking structure. The parking structure expansion utilizes the property to be acquired for the project (SW Transit Office building and Culvers restaurant). This expansion also requires that a second vehicle entry be provided to Technology Drive. To maintain adequate traffic operations of Technology Drive this second entry is located at the westerly public driveway into the Southwest Station campus.
- The top of the existing box culverts (bridge 96735) is 825.4 (interior dimension). The bottom slab of the bus loop bridge is at elevation 826.41 and the bottom slab of the SWLRT Station bridge is at elevation 826.88, above the crown of the existing box culvert. The existing box culverts control the flow from upstream. The proposed bridge low cord will not impact this flow as they are higher than the existing restriction.
- The elevation of the proposed bottom slabs will not have an adverse impact on the water resources. The existing overflow elevation of Ditch 43 is south of Technology Drive at approximate elevation 825.7. The emergency overflow is lower than the bottom slabs and therefore the bridge slabs do not control the high water level or floodplain elevation of the channel.
- The proposed variance only impacts the applicant’s property.

Because the structure designs are limited by adjacent infrastructure, the RPBCWD engineer recommends granting Variance Request 2 with the following relevant condition:

- K1. The applicant must provide written draft indemnification of the RPBCWD against all claims and causes of action for flood damages to the property for RPBCWD approval.

Variance Request #3

The third variance request is from the requirements of Rule D, Subsection 3.1.a.ii of the wetland buffer rule which states that buffer with an average width of 60 feet from the delineated edge of a high value wetland, minimum 30 feet must be created. The proposed buffer for wetland EP-EP-20 will have an average width of 52 feet, minimum 20 feet. For purposes of the Board of Managers' consideration, the following factors were analyzed based on Rule K.

- The proposed extension of Technology Drive must match the existing grade and alignment of Technology Drive, which is within what would be the required buffer area for EP-EP-20. The buffer width could only extend an average of 52 feet and a minimum of 20 feet from the delineated wetland boundary in order to maintain a safe roadway design.
- The disturbed area within the buffer will be seeded with native vegetation and will be maintained according to the requirements of Rule D. Much of the runoff throughout the project area will be directed to the storm sewer and treated to meet RPBCWD water quality treatment standards prior to being discharged into the wetlands. As a result, the lesser buffer areas proposed will not adversely affect the water quality of the wetlands which they surround.

Because of the need to match existing infrastructure and maintain a safety roadway alignment, the RPBCWD engineer recommends approval of Variance Request 3.

Variance Request #4

The fourth variance request is from the requirements of Rule D, Subsection 3.1.a.iii of the wetland buffer rule which states that buffer with an average width of 40 feet from the delineated edge of a medium value wetland, minimum 20 feet must be created. The proposed buffer for wetland EP-EP-22 will have an average width of 8 feet, minimum 0 feet. For purposes of the Board of Managers' consideration, the following factors were analyzed based on Rule K.

- The proposed bus loop must match the existing infrastructure grades and alignments to provide access to the proposed project, which is within what would be the required buffer area for EP-EP-22.
- The SWLRT right-of-way and permanent easements have been maximized to the extent available. RPBCWD Rule D, Subsection 3.1g indicates that wetland buffers for linear projects are limited in width to the extent of available right-of-way. In order to provide the required buffer areas, Metro Transit would have to purchase additional right-of-way from surrounding private properties to reconfigure the site layout, which may result in hardship on the surrounding private properties and businesses; and results in additional fill into the wetlands. The applicant submitted a memorandum dated March 24, 2016 outlining the right of way acquisition process (see attached memo). The applicant also submitted the following response to review comments on 11/29/2016 related to the property rights need to provide buffer:
 - "EP-EP-22 Met Council ROW is shown per the Exhibit. Buffer is maximized in the available ROW. Project has temporary access to the MnDOT ROW and other public property per Commissioner's Orders (further detail on the ROW acquisition process was provided in the original permit submittal). However, post project, the north and west

side of the wetland will remain MnDOT or private property, respectively; therefore wetland buffers are not shown in property not owned by the Met Council. The project ONLY has temporary rights to access the MnDOT property for construction of the flood storage mitigation area. The area within the MnDOT ROW will be seeded with native species post project.”

- The buffer that is provided will be seeded with native vegetation and will be maintained according to the requirements of Rule D. Much of the runoff throughout the project area will be directed to the storm sewer and treated to meet RPBCWD water quality treatment standards prior to being discharged into the wetlands. Under existing conditions, no water quality treatment is provided for the existing impervious prior to discharging to these wetlands. As a result, the lesser buffer areas proposed will not adversely affect the water quality of the wetlands which they surround.

Because the project is providing wetland buffer to the maximum extent possible given the site constraints including matching existing infrastructure and minimizing wetland impacts, the RPBCWD engineer recommends approval of Variance Request 4.

Variance Request #5

The fifth variance request is from the requirements of Rule E, Subsection 3.1.f of the dredging and sediment removal rule which states that dredging or sediment removal must not be proposed for a location where any portion of the area to be dredged contains any slope steeper than 3:1 (H:V) in a channel. Dredging is proposed in an area where existing slopes are 2:1 (H:V) or 1:1 (H:V). For purposes of the Board of Managers’ consideration, the following factors were analyzed based on Rule K.

- The proposed slopes at the outfall for the box culvert are steeper than the requirement. Once the channel gets past the proposed bridge structures, the slopes are flattened to 3:1 on the east and 4:1 on the west. Only the portion under the structures is 2:1. MnDOT Class IV Riprap and geotextile fabric are proposed on the 2:1 slopes to reduce erosion potential.
- Maintaining a 2:1 slope on the adjacent slopes to Ditch 43 under the proposed bridge minimizes impacts to the ditch and adjacent wetlands. Extending the bridge to meet the 3:1 slope criteria would require a larger structure that could lessen the clearance from the Ditch bottom to the bottom of the structure.
- The proposed variance only impacts the Applicant’s property.

Because the proposed design maintains floodplain storage and conveyance in Ditch 43 and matches existing site slopes, the RPBCWD engineer recommends approval of Variance Request 5.

Variance Request #6

The sixth variance request is from the requirements of Rule F, Subsection 3.3g (compliance is required due to Rule G, Subsection 3.7d) which calls for the finished slopes of the stabilization areas to be 3H:1V or flatter. The finished slopes in the project area will be 2H:1V. For purposes of the Board of Managers’ consideration, the following factors were analyzed based on Rule K.

- The Rule F criteria are imported into RPBCWD’s regulatory framework for bridges and other crossings to ensure that streambanks under such crossings are stabilized in a manner consistent with the RPBCWD policy of conserving streambanks in a naturalized condition to the greatest extent possible and ensuring that stabilization practices do not increase stream flow velocities to exacerbate erosion. Here, the design element triggering a variance request is related to the challenge of replacing a box culvert with a bridge that will maintain flow and floodplain storage in the area. The area under the bridge is not a natural stream environment. The riprap is proposed to extend up to the bridge abutments because little to no vegetation will grow under the bridge because of shading and lack of rainfall to support growth. With a lack of vegetation growth, riprap is needed to prevent scour under a large event.
- Maintaining a 2:1 slope on the adjacent slopes to Ditch 43 under the proposed bridge minimizes impacts to the ditch and adjacent wetlands. Extending the bridge to meet the 3:1 slope criteria would require a larger structure that could lessen the clearance from the Ditch bottom to the bottom of the structure.
- Since the existing slopes are 2H:1V or steeper, maintaining a 2H:1V slope does not impact the hydraulic conveyance, flood level or existing water resource.
- The proposed variance only impacts the Applicant’s property.

Because the existing slopes in the area are at 2H:1V and stable and flattening the slopes would require grading existing stable areas, the RPBCWD engineer recommends approval of Variance 6.

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 Applicant has requested a variance from compliance with the Rule B criteria related to low floor elevation and structures within 100 feet of the centerline of a watercourse.
3. The Applicant has requested a variance from compliance with the Rule D criteria related to average and minimum buffer widths for medium and high value wetlands.
4. The Applicant has requested a variance from compliance with the Rule E criteria related to not dredging in areas with slopes steeper than 3H:1V (horizontal: vertical).
5. The Applicant has requested a variance from compliance with the Rule G criteria related to 3H:1V stabilized slope.

6. The proposed project will conform to Rule C and J, if the Rule Specific Permit Conditions listed above are met.

Recommendation:

1. A 5-year permit term is recommended through December 2021 since the construction is anticipated to continue through 2021.

Approval, contingent upon:

1. Continued compliance with General Requirements
2. No approval is issued for work on any property until documentation of acquisition of the necessary rights to work on the property and authorization of the underlying fee owner is provided to the District administrator.
3. Permit applicant must provide the name and contact information of the general contractor responsible for the site. RPBCWD must be notified if the responsible party changes during the permit term.
4. Permit applicant must submit documentation verifying the soils present, infiltration capacity of the soil and the groundwater elevation at the location of BMP 100 to a minimum depth of five feet below the bottom contour of the pond. This can be accomplished by soil boring, infiltrometer test, potholing or other methods. If documentation indicates a reduced soil infiltration capacity or groundwater is observed within 3 feet of the proposed BMP bottom an adjustment to the design may be needed and must be submitted to RPBCWD for approval of a permit modification.
5. Permit applicant must provide a soil boring in the area of ditches from station 1136+50, 1137+00, and 1137+50 verifying the soils present, infiltration capacity of the soil and the groundwater elevation at these locations. This can be accomplished by soil boring, infiltrometer test, potholing or other methods. If documentation indicates a reduced soil infiltration capacity or groundwater is observed within 3 feet of the proposed BMP bottom an adjustment to the design may be needed and must be submitted to RPBCWD for approval of a permit modification.
6. The applicant must provide documentation acceptable to the administrator, on advice of counsel, of inability to acquire permanent rights to establish and maintain buffer adjacent to wetland DOT-EP-17.
7. Receipt of revised plans showing a 30 foot minimum buffer width for the portion of Ditch 43 northwest of the bus loop bridge deck and buffer markers consistent with the criteria in Rule D.
8. Receipt of final construction drawings reflecting final design consistent with revisions submitting during permit review to bring the proposed project into conformance with the RPBCWD criteria.
9. Permit applicant must provide a draft maintenance agreement and inspection plan for the management of stormwater BMPs, waterbody crossing and buffer areas, including exhibit

clearly identifying buffer area, buffer monument locations and all stormwater BMPs (including sump/SAFL baffle manholes). Metropolitan Council must also submit proof of perpetual property-use rights (i.e., easements) sufficient to ensure its ability to utilize and maintain wetland buffer areas, waterbody crossings and stormwater management facilities. (Note that typically a drainage and utility easement does *not* secure such rights.)

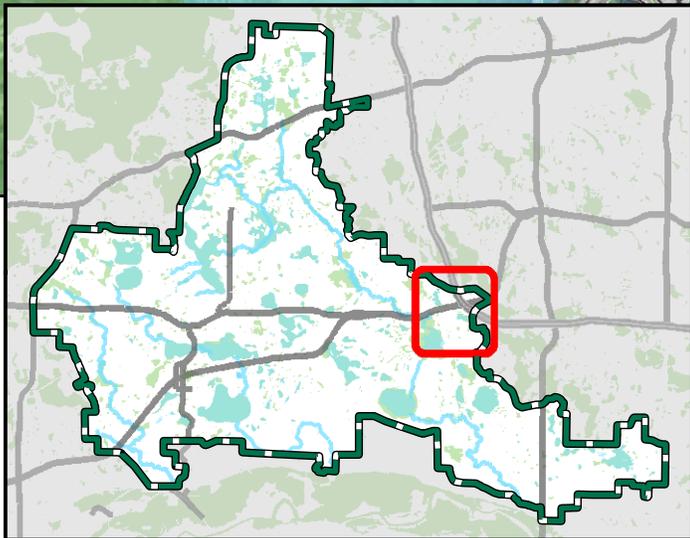
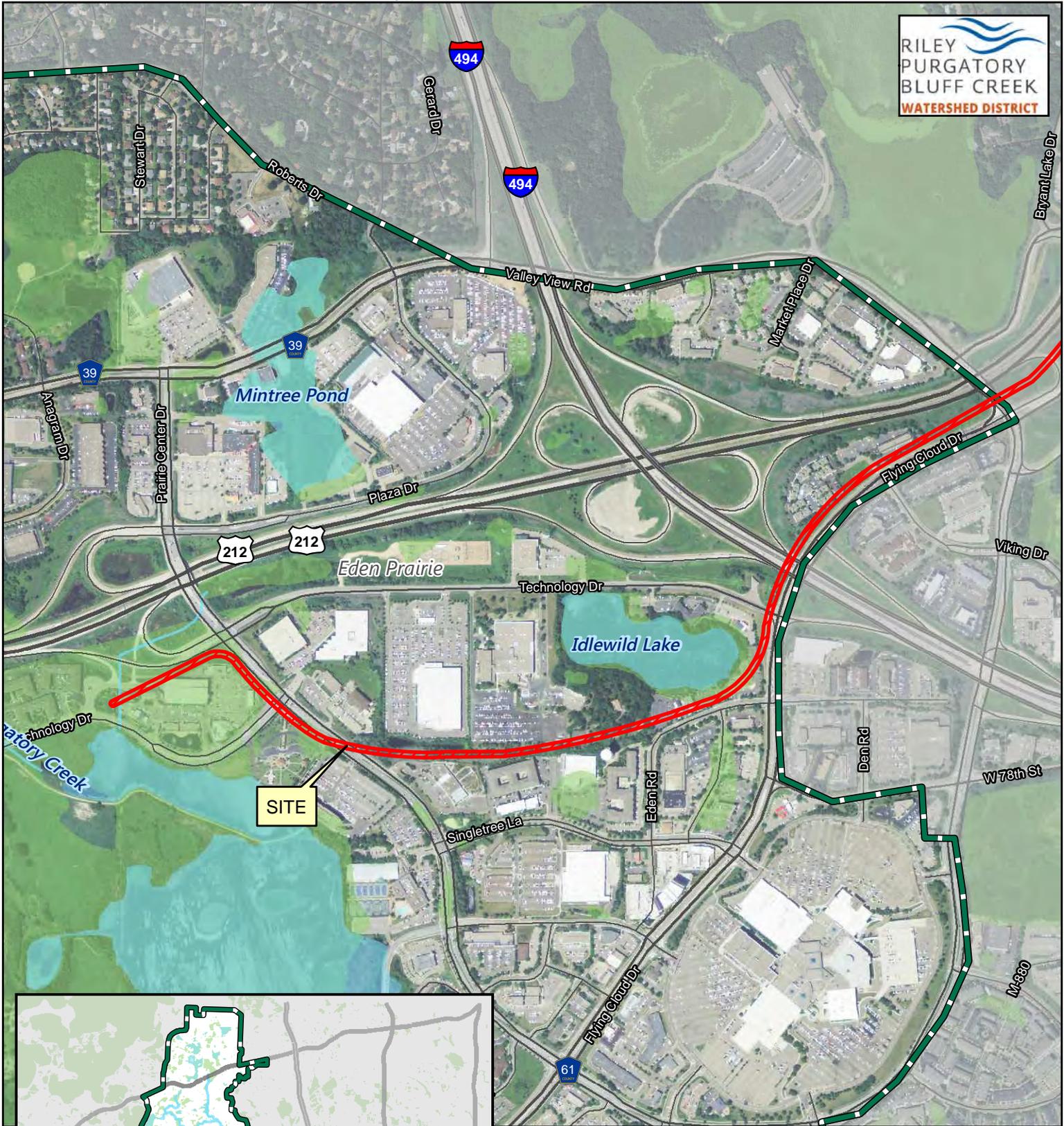
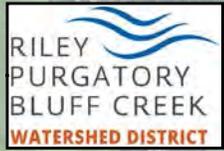
10. Once approved by RPBCWD, the Metropolitan Council must enter an agreement with RPBCWD to maintain the project facilities in accordance with the plan.

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

1. Any adjustment to the design that involves, causes or requires a change in the elements of the project related to compliance with RPBCWD requirements and permit 2016-017, when issued, or approval of a portion of work subject to the permit must be submitted to RPBCWD for approval of a permit modification. The engineer recommends that the managers delegate the necessary authority to the administrator to approve such modification requests unless the request requires approval of a variance. (The administrator would have the discretion to bring a request to the board if it raises a policy, technical or legal question that, in her view, should be considered by the board.)
2. 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 and waterbody crossings conform to design specifications as approved by the District.

Board Action

It was moved by Manager _____, seconded by Manager _____ to approve permit application No. 2016-017 with the conditions recommended by staff.



Permit Location Map

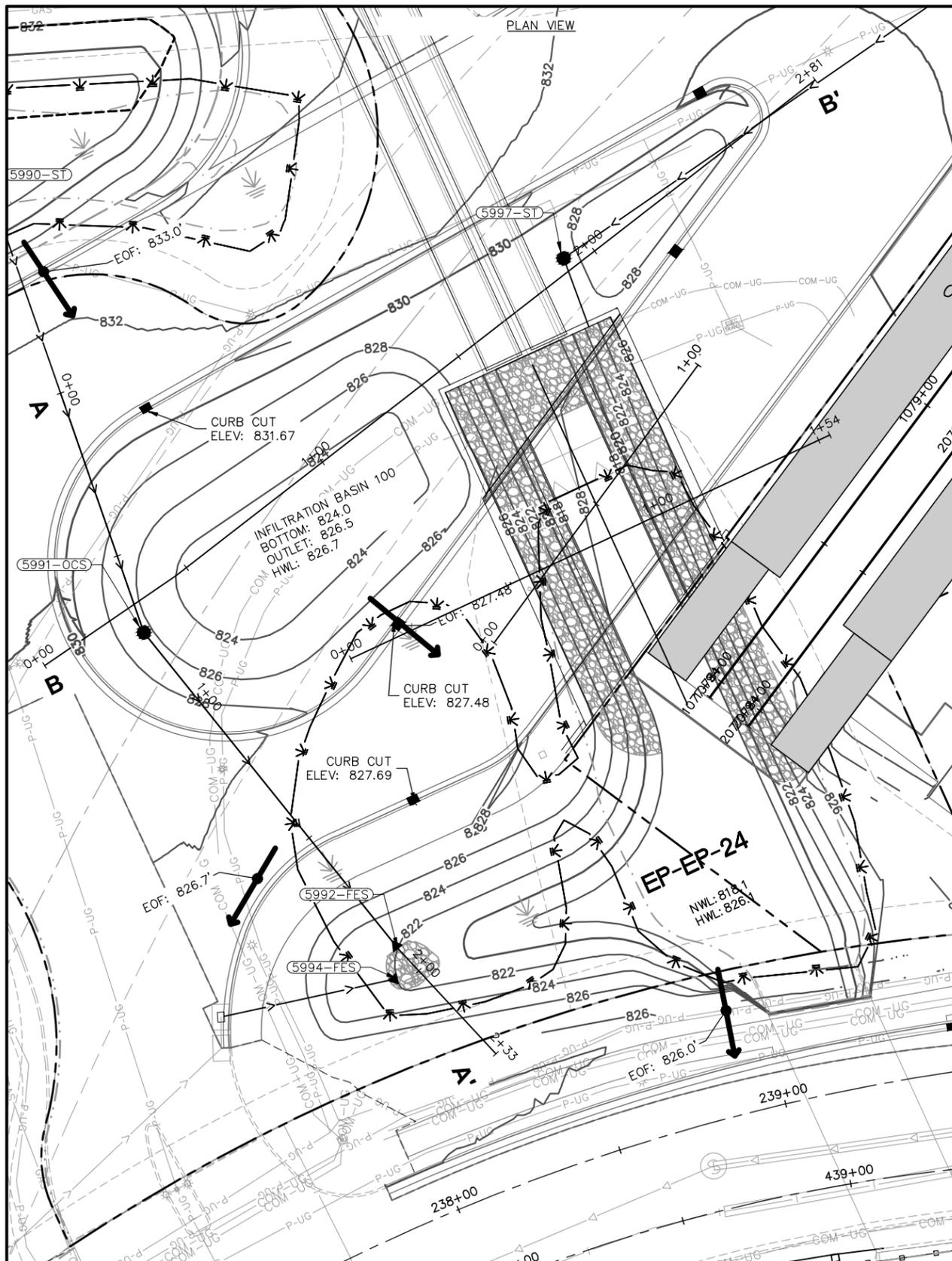


Feet

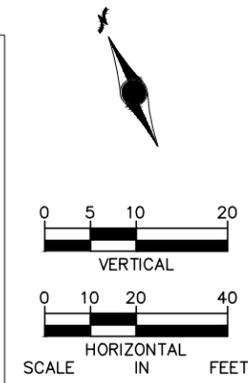
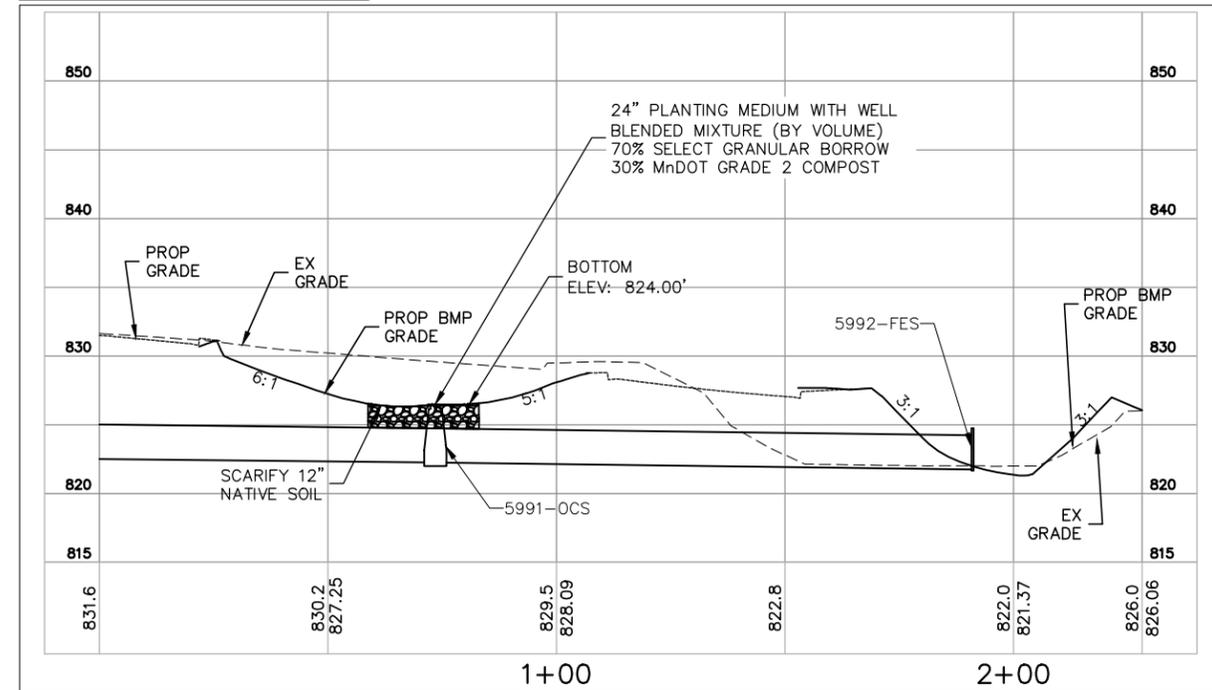


SWLRT
Permit 2016-017
Riley Purgatory Bluff Creek
Watershed District

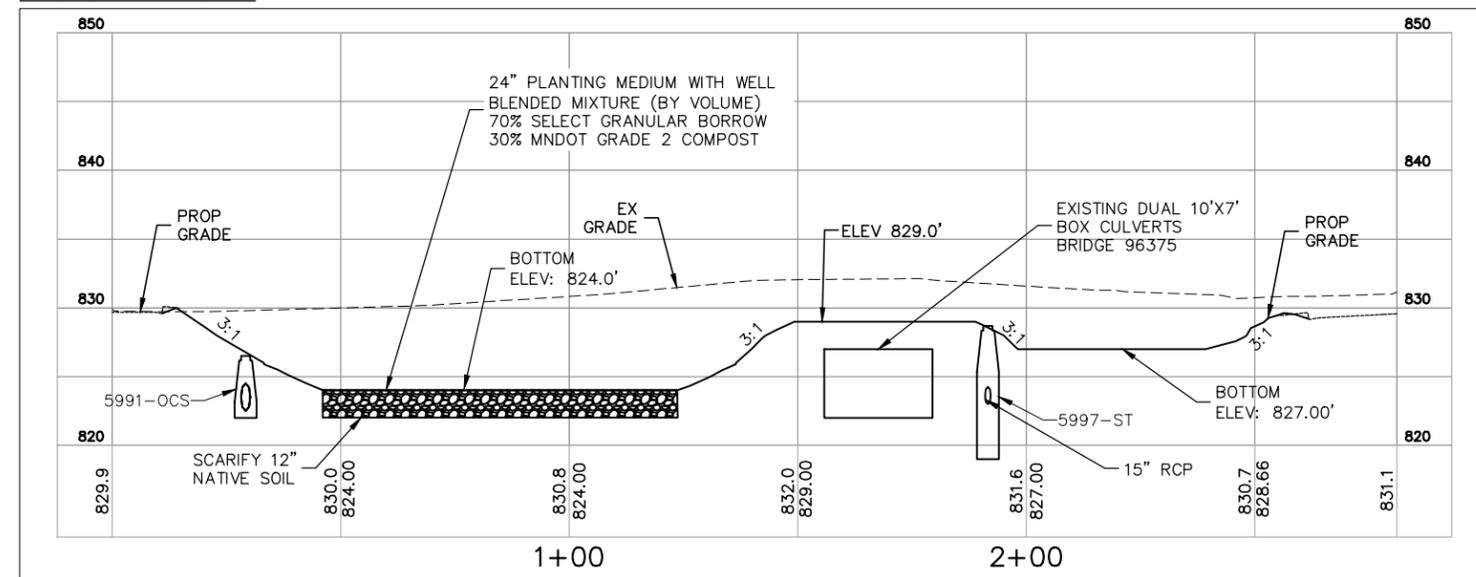
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SECTION A-A'
INFILTRATION BASIN 100 CROSS-SECTION



SECTION B-B'
EP-EP-24 CROSS-SECTION



- NOTES:
 1) SEE URBAN DESIGN FOR VEGETATION.
 2) CONTRACTOR SHALL AVOID COMPACTION OF BMP DURING CONSTRUCTION.

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL

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: _____ LIC. NO.: _____

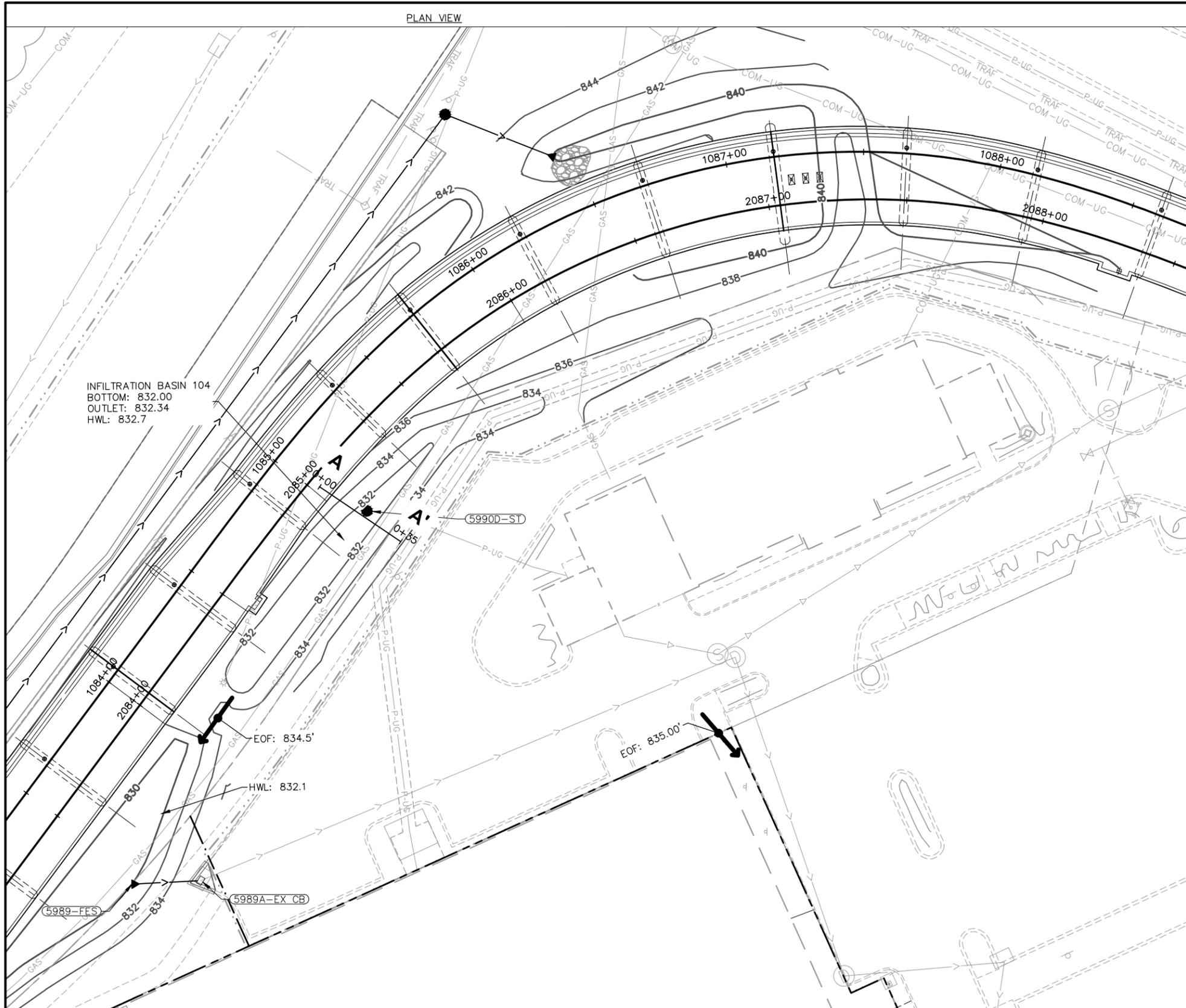
CIVIL - VOLUME 8B
DRAINAGE DETAILS
SOUTHWEST STATION BASIN 100 & EP-EP-24
BMP GRADING

SHEET
259
OF
333

DISCIPLINE: DRAINAGE

SHEET NAME: W1-STM-BMP-001

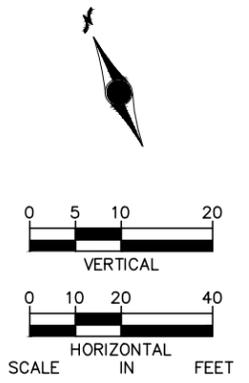
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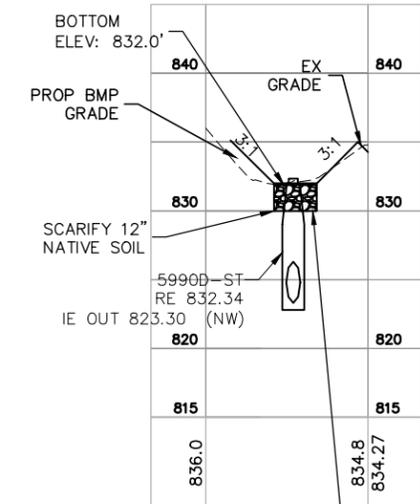
INFILTRATION BASIN 104
 BOTTOM: 832.00
 OUTLET: 832.34
 HWL: 832.7

EOF: 834.5'
 HWL: 832.1

EOF: 835.00'



SECTION A-A'
 INFILTRATION BASIN 104 CROSS-SECTION



24" PLANTING MEDIUM WITH WELL
 BLENDED MIXTURE (BY VOLUME)
 70% SELECT GRANULAR BORROW
 30% MNDOT GRADE 2 COMPOST

- NOTES:
 1) SEE URBAN DESIGN FOR VEGETATION.
 2) CONTRACTOR SHALL AVOID COMPACTION OF BMP DURING CONSTRUCTION.

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL

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DATE: _____ LIC. NO.: _____

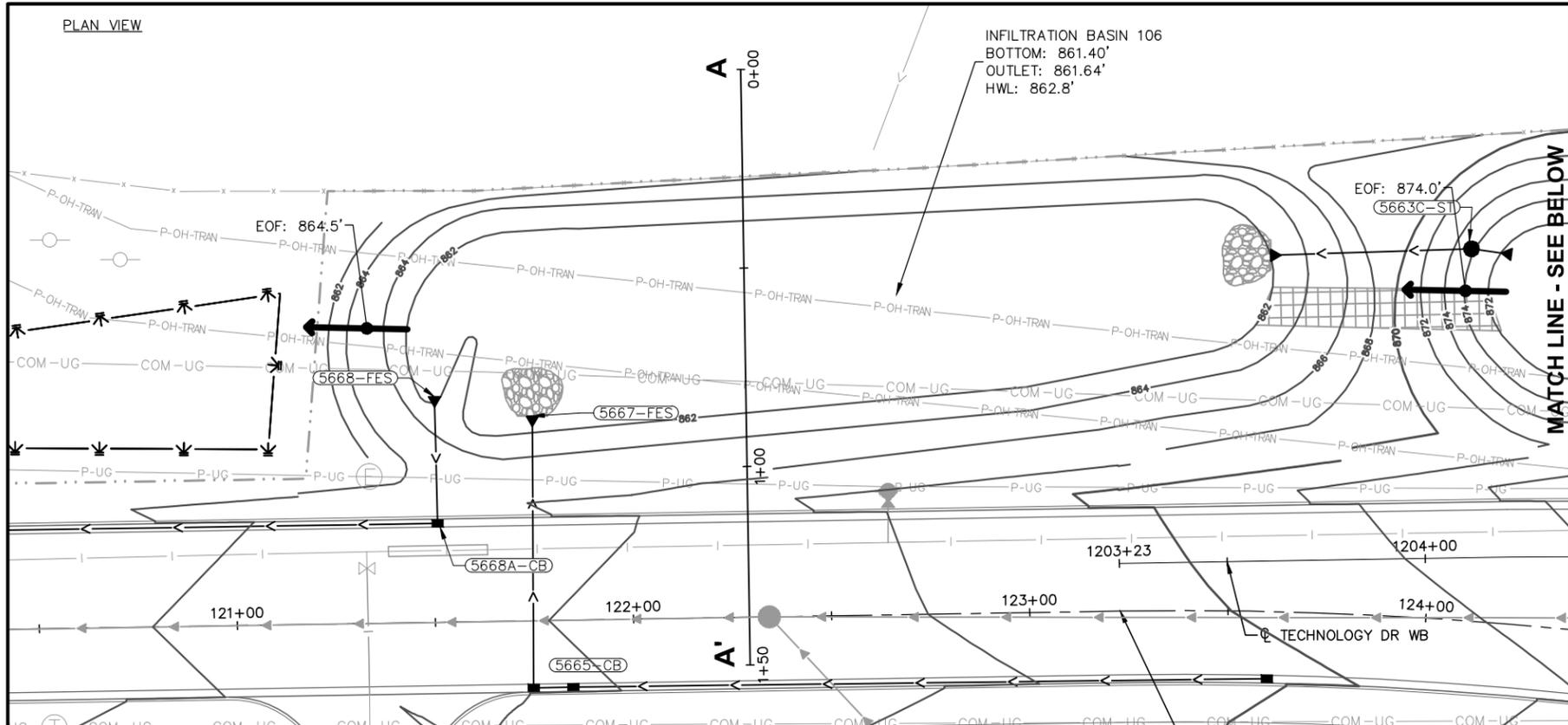
CIVIL - VOLUME 8B
DRAINAGE DETAILS
INFILTRATION BASIN 104
BMP GRADING

DISCIPLINE: DRAINAGE

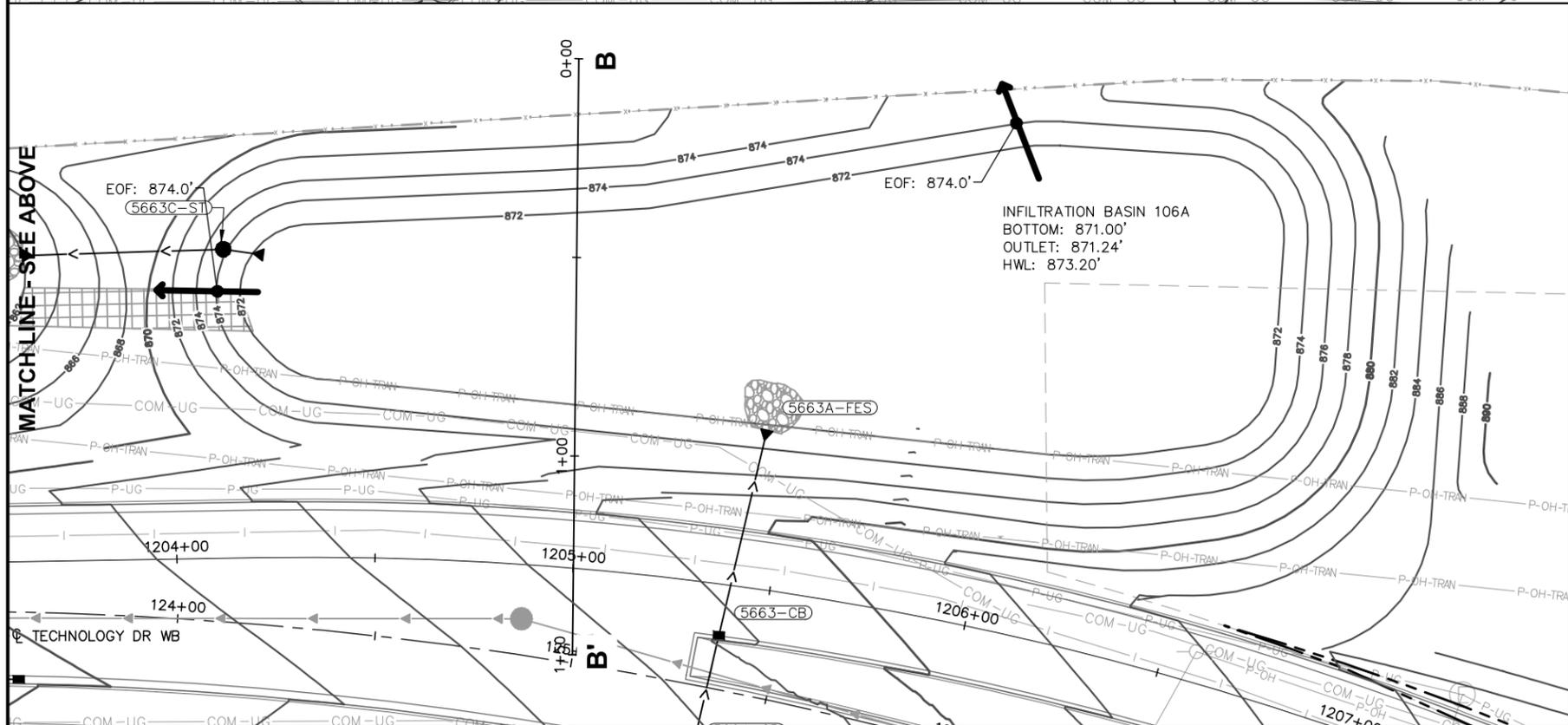
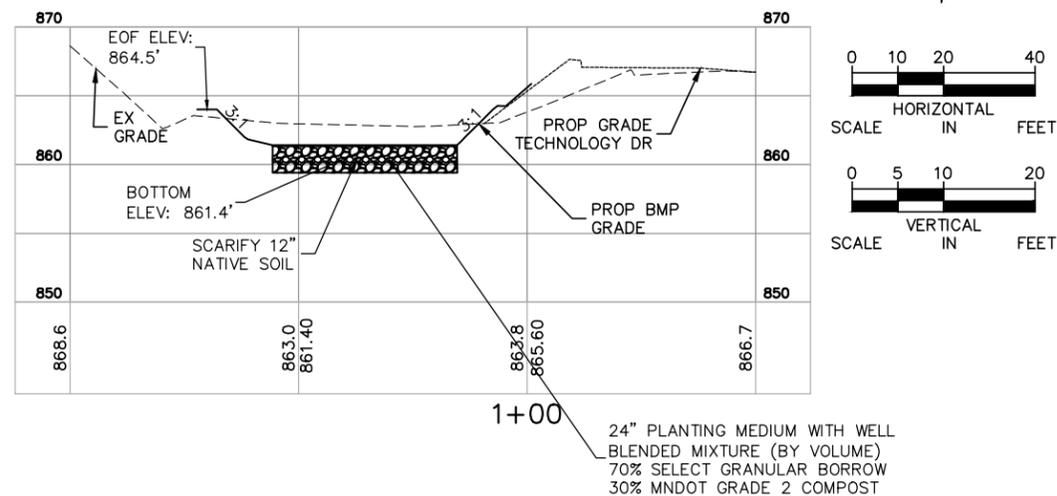
SHEET NAME: W1-STM-BMP-003

SHEET 261 OF 333

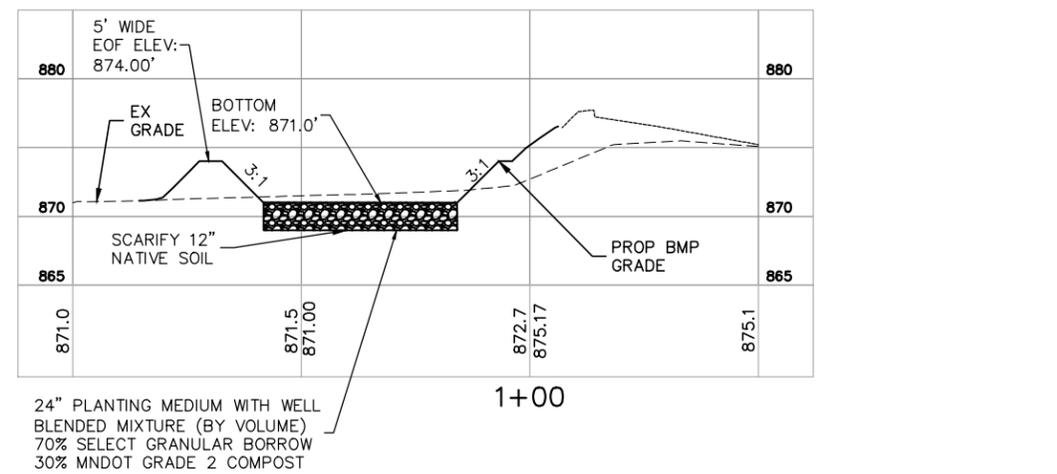
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SECTION A-A'
INFILTRATION BASIN 106 CROSS-SECTION



SECTION B-B'
INFILTRATION BASIN 106A CROSS-SECTION



- NOTES:
- 1) SEE URBAN DESIGN FOR VEGETATION.
 - 2) CONTRACTOR SHALL AVOID COMPACTION OF BMP DURING CONSTRUCTION.

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL

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: _____ LIC. NO.: _____

CIVIL - VOLUME 8B

DRAINAGE DETAILS

TECHNOLOGY DR BASIN 106 & 106A

BMP GRADING

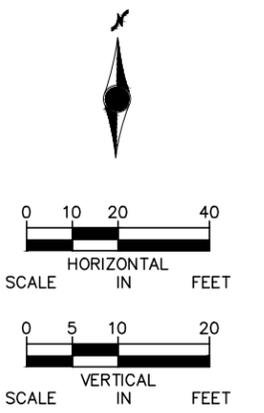
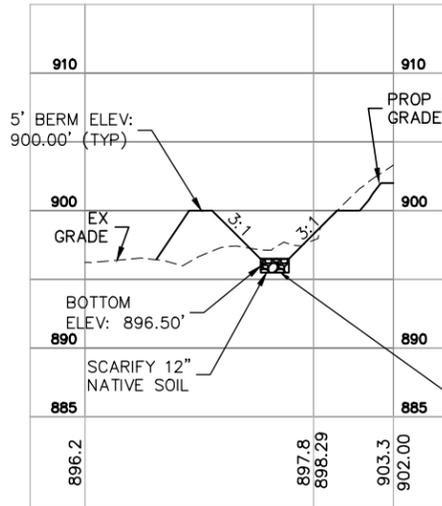
DISCIPLINE: **DRAINAGE**

SHEET NAME: **W1-STM-BMP-007**

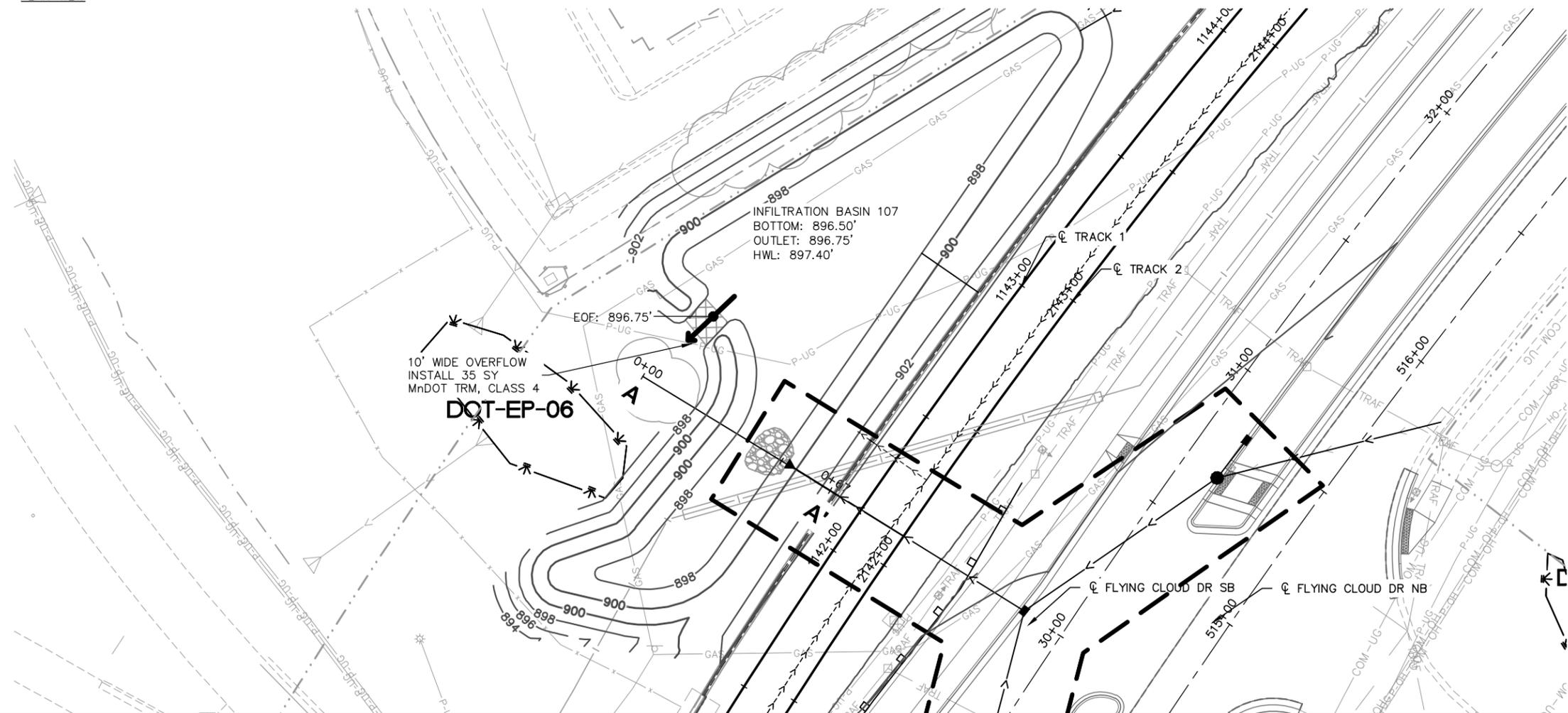
SHEET **265**

OF **333**

SECTION A-A'
INFILTRATION BASIN 107 CROSS-SECTION



PLAN VIEW



- NOTES:
- 1) SEE URBAN DESIGN FOR VEGETATION.
 - 2) CONTRACTOR SHALL AVOID COMPACTION OF BMP DURING CONSTRUCTION.

Dec, 01 2016 08:06 am V:\3400_ADC\CAD\SEGMENT W1\DESIGN FILES\UTILITIES\3DWT1-STM-BMP.dwg By: V-LucasBJ

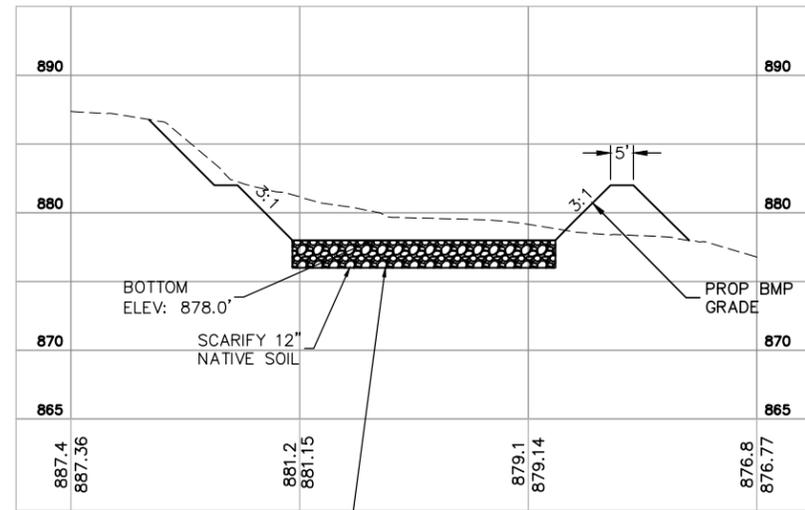
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DATE: _____ LIC. NO.: _____

	CIVIL - VOLUME 8B DRAINAGE DETAILS FLYING CLOUD DR BASIN 107 BMP GRADING		SHEET 266 OF 333
	DISCIPLINE: DRAINAGE	SHEET NAME: W1-STM-BMP-008	

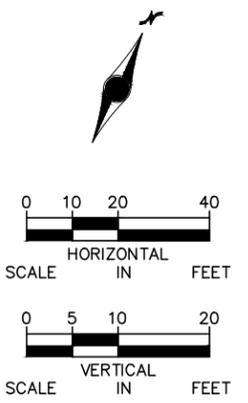
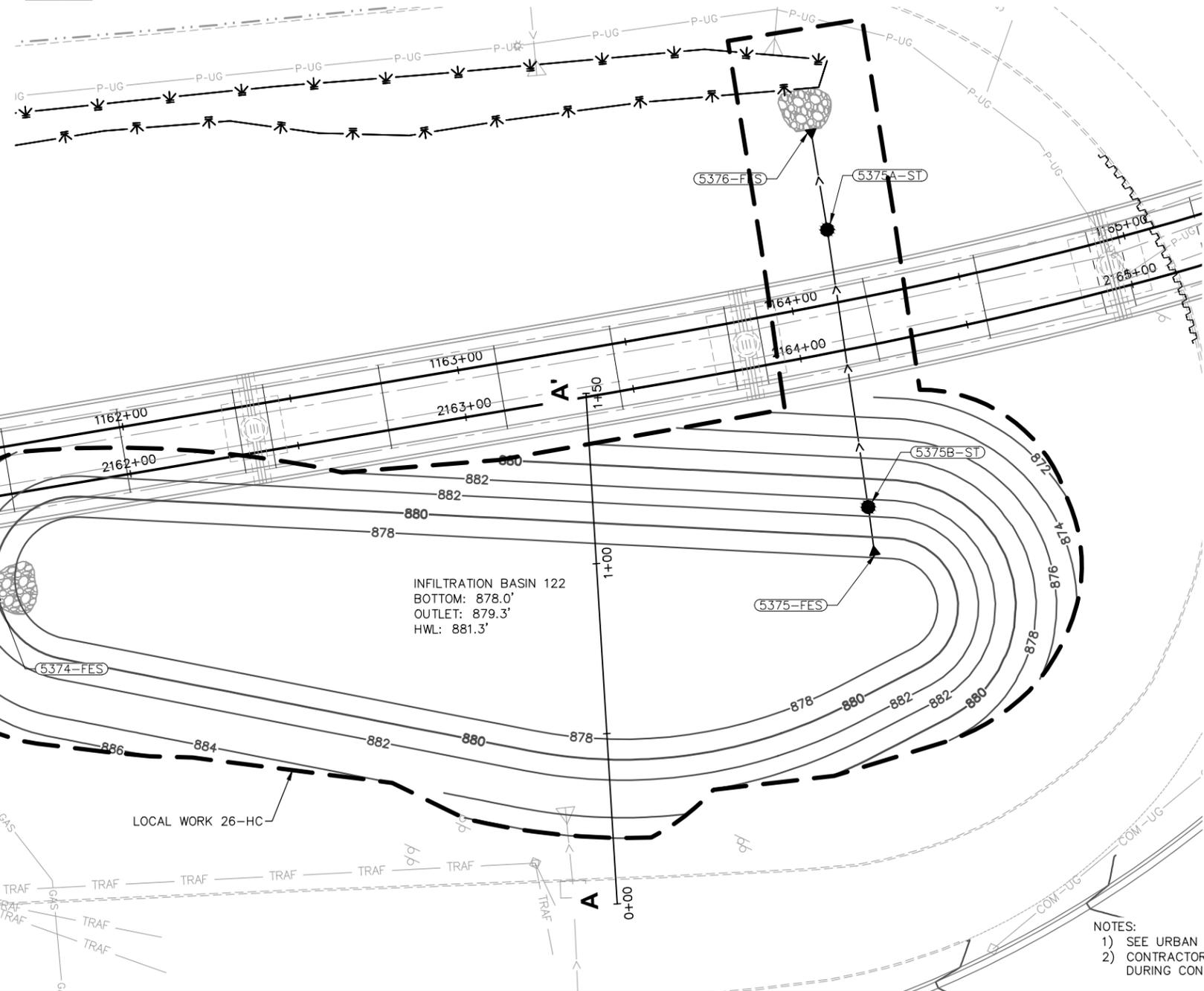
SECTION A-A'
INFILTRATION BASIN 122 CROSS-SECTION



24" PLANTING MEDIUM WITH WELL BLENDED MIXTURE (BY VOLUME)
 70% SELECT GRANULAR BORROW
 30% MNDOT GRADE 2 COMPOST

1+00

PLAN VIEW



- NOTES:
 1) SEE URBAN DESIGN FOR VEGETATION.
 2) CONTRACTOR SHALL AVOID COMPACTION OF BMP DURING CONSTRUCTION.

Dec. 01 2016 08:07 am V:\3400_ADC\CAD\SEGMENT W1\DESIGN FILES\UTILITIES\3DWT-STM-BMP.dwg By: V-LucasBJ

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL

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: _____ LIC. NO.: _____

CIVIL - VOLUME 8B
DRAINAGE DETAILS
TH 212 ON RAMP BASIN 122
BMP GRADING

DISCIPLINE: DRAINAGE

SHEET NAME: W1-STM-BMP-009

267

OF

333

WETLAND BUFFER:

AGENCY: RILEY PURGATORY CREEK
BUFFER CLASS: MEDIUM

REQUIREMENT:

MINIMUM BUFFER WIDTH: 20'
AVERAGE BUFFER WIDTH : 40'

LEGEND:

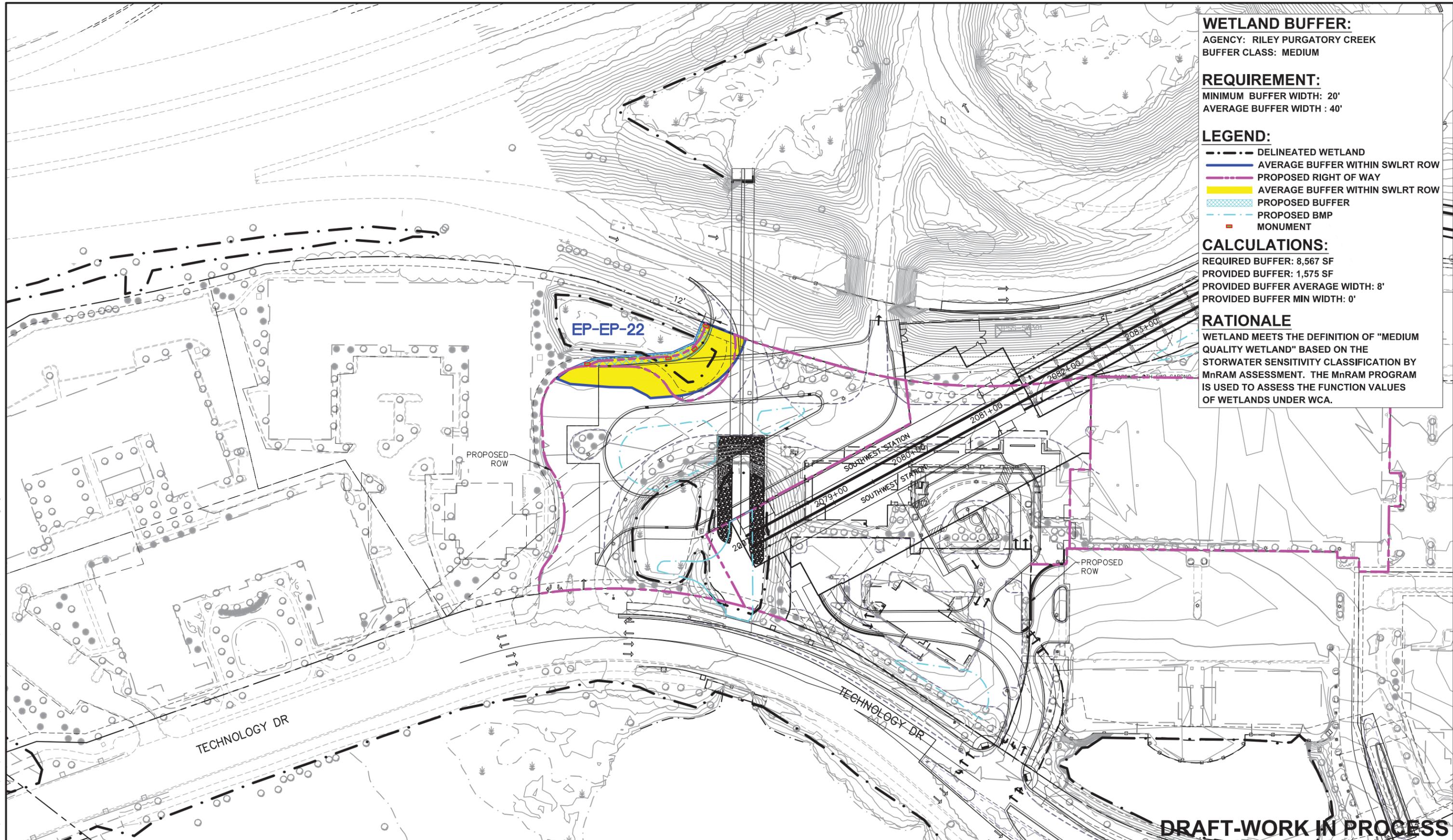
- DELINEATED WETLAND
- AVERAGE BUFFER WITHIN SWLRT ROW
- PROPOSED RIGHT OF WAY
- AVERAGE BUFFER WITHIN SWLRT ROW
- PROPOSED BUFFER
- PROPOSED BMP
- MONUMENT

CALCULATIONS:

REQUIRED BUFFER: 8,567 SF
PROVIDED BUFFER: 1,575 SF
PROVIDED BUFFER AVERAGE WIDTH: 8'
PROVIDED BUFFER MIN WIDTH: 0'

RATIONALE

WETLAND MEETS THE DEFINITION OF "MEDIUM QUALITY WETLAND" BASED ON THE STORWATER SENSITIVITY CLASSIFICATION BY MnRAM ASSESSMENT. THE MnRAM PROGRAM IS USED TO ASSESS THE FUNCTION VALUES OF WETLANDS UNDER WCA.



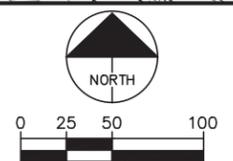
DRAFT-WORK IN PROCESS

Oct. 27 2016 02:15 pm V:\3400_ADC\CAD\SEGMENT\W\EXHIBITS\WETLANDS\EXHIBIT-01-WETLAND BUFFER.dwg By: V-BuIEC



SOUTHWEST LIGHT RAIL
WETLAND BUFFER
EP-EP-22

REV: 0
DATE : 06/22/2015



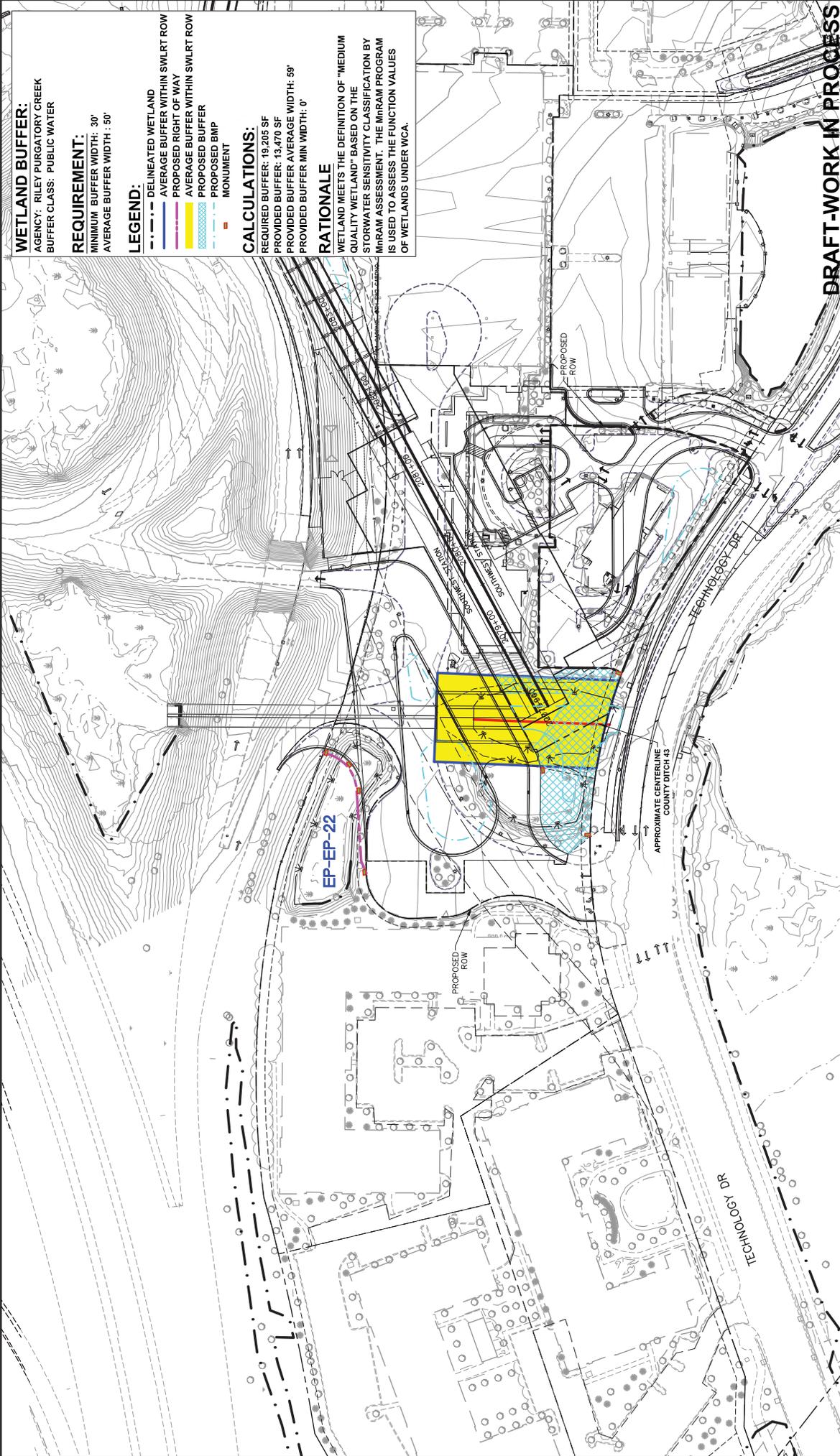
WETLAND BUFFER:
 AGENCY: RILEY PURGATORY CREEK
 BUFFER CLASS: PUBLIC WATER

REQUIREMENT:
 MINIMUM BUFFER WIDTH: 30'
 AVERAGE BUFFER WIDTH: 50'

LEGEND:
 - - - DELINEATED WETLAND
 - - - AVERAGE BUFFER WITHIN SWLRT ROW
 - - - PROPOSED RIGHT OF WAY
 - - - AVERAGE BUFFER WITHIN SWLRT ROW
 - - - PROPOSED BUFFER
 - - - PROPOSED BMP
 - - - MONUMENT

CALCULATIONS:
 REQUIRED BUFFER: 19,205 SF
 PROVIDED BUFFER: 13,470 SF
 PROVIDED BUFFER AVERAGE WIDTH: 59'
 PROVIDED BUFFER MIN WIDTH: 0'

RATIONALE
 WETLAND MEETS THE DEFINITION OF "MEDIUM QUALITY WETLAND" BASED ON THE STORED WATER SENSITIVITY CLASSIFICATION BY MWRAM ASSESSMENT. THE MWRAM PROGRAM IS USED TO ASSESS THE FUNCTION VALUES OF WETLANDS UNDER WCA.



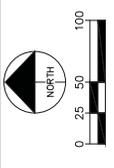
SOUTHWEST LIGHT RAIL
 WETLAND BUFFER
 COUNTY DITCH 43

REV: 0
 DATE: 04/25/2016

REVISIONS

SR

METROPOLITAN
 CONSULTANTS



REV: 0
 DATE: 04/25/2016

SOUTHWEST LIGHT RAIL
 WETLAND BUFFER
 COUNTY DITCH 43



WETLAND BUFFER:

AGENCY: RILEY PURGATORY CREEK
BUFFER CLASS: HIGH

REQUIREMENT:

MINIMUM BUFFER WIDTH: 30'
AVERAGE BUFFER WIDTH : 60'

LEGEND:

- - - - DELINEATED WETLAND
- AVERAGE BUFFER WITHIN SWLRT ROW
- PROPOSED RIGHT OF WAY
- AVERAGE BUFFER WITHIN SWLRT ROW
- PROPOSED BUFFER
- PROPOSED BMP
- MONUMENT

CALCULATIONS:

REQUIRED BUFFER: 24,887SF
PROVIDED BUFFER: 25,604 SF
PROVIDED BUFFER AVERAGE WIDTH: 71'
PROVIDED BUFFER MIN WIDTH: 30'

RATIONALE

WETLAND MEETS THE DEFINITION OF "HIGH QUALITY WETLAND" BASED ON THE STORWATER SENSITIVITY CLASSIFICATION BY MnRAM ASSESSMENT. THE MnRAM PROGRAM IS USED TO ASSESS THE FUNCTION VALUES OF WETLANDS UNDER WCA.

EP-EP-20
LAKE IDLEWILD

PROPOSED STORMWATER POND REMOVED FROM PROVIDED BUFFER CALCULATION

PROPOSED STORMWATER POND

DRAFT-WORK IN PROCESS

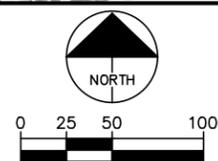
Nov. 30 2016 01:45 pm V:\3400_ADC\CAD\SEGMENT W1\EXHIBITS\WETLANDS\EXHIBIT-01-WETLAND BUFFER.dwg By: V-BuIEC



SOUTHWEST LIGHT RAIL

WETLAND BUFFER
EP-EP-20 (1 OF 2)

REV: 0
DATE : 06/22/2015



WETLAND BUFFER:

AGENCY: RILEY PURGATORY CREEK
BUFFER CLASS: HIGH

REQUIREMENT:

MINIMUM BUFFER WIDTH: 30'
AVERAGE BUFFER WIDTH : 60'

LEGEND:

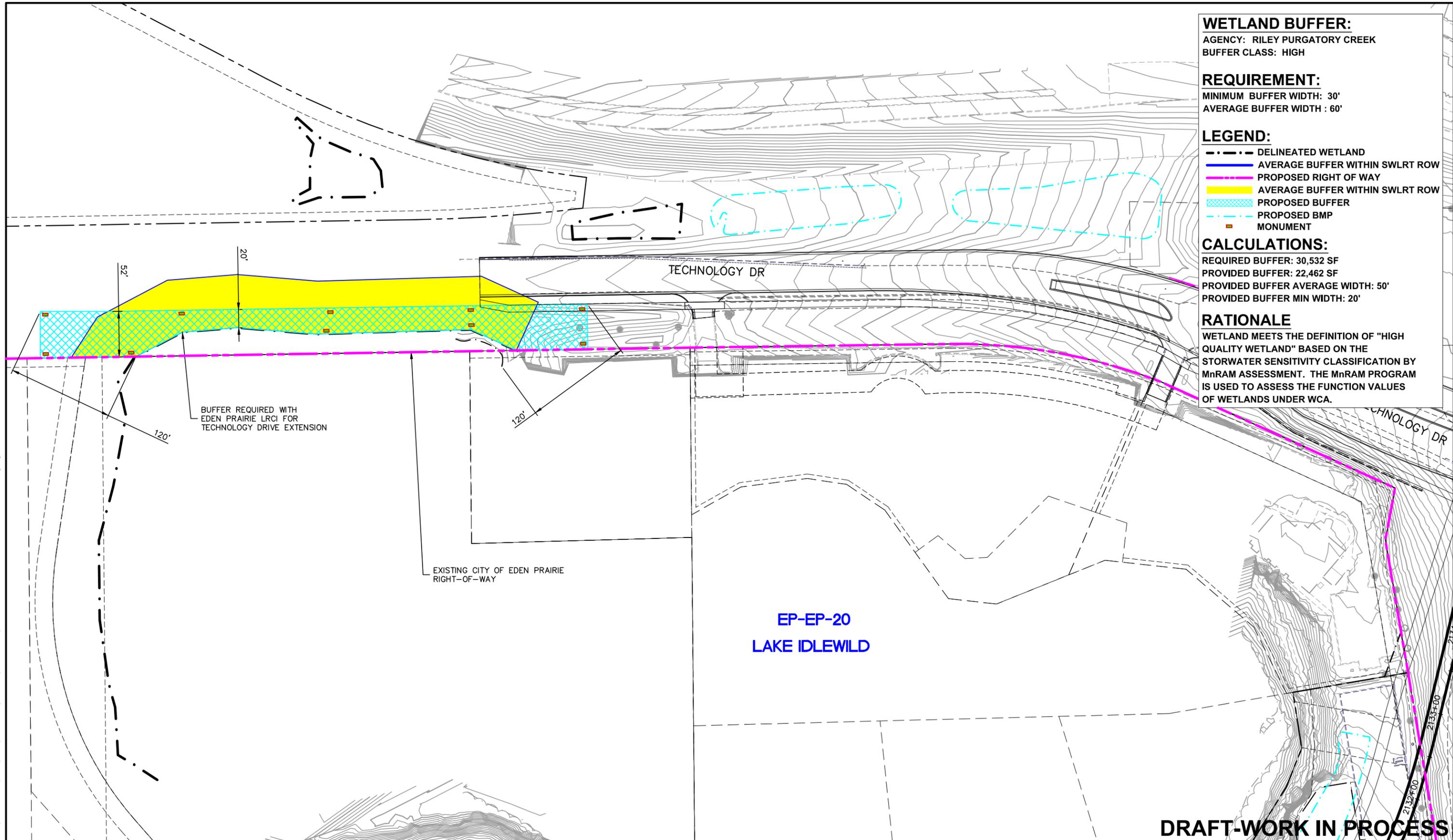
- DELINEATED WETLAND
- AVERAGE BUFFER WITHIN SWLRT ROW
- PROPOSED RIGHT OF WAY
- AVERAGE BUFFER WITHIN SWLRT ROW
- PROPOSED BUFFER
- PROPOSED BMP
- MONUMENT

CALCULATIONS:

REQUIRED BUFFER: 30,532 SF
PROVIDED BUFFER: 22,462 SF
PROVIDED BUFFER AVERAGE WIDTH: 50'
PROVIDED BUFFER MIN WIDTH: 20'

RATIONALE

WETLAND MEETS THE DEFINITION OF "HIGH QUALITY WETLAND" BASED ON THE STORWATER SENSITIVITY CLASSIFICATION BY MnRAM ASSESSMENT. THE MnRAM PROGRAM IS USED TO ASSESS THE FUNCTION VALUES OF WETLANDS UNDER WCA.



BUFFER REQUIRED WITH EDEN PRAIRIE LRCI FOR TECHNOLOGY DRIVE EXTENSION

EXISTING CITY OF EDEN PRAIRIE RIGHT-OF-WAY

EP-EP-20
LAKE IDLEWILD

DRAFT-WORK IN PROCESS

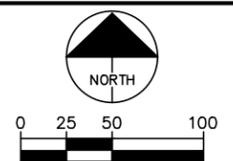
Nov. 30 2016 01:45 pm V:\3400_ADC\CAD\LRCI\LRCI-011\EXHIBIT\WETLANDS\EXHIBIT-01--WETLAND_BUFFER-LRCI-011.dwg By: V-BUEIC

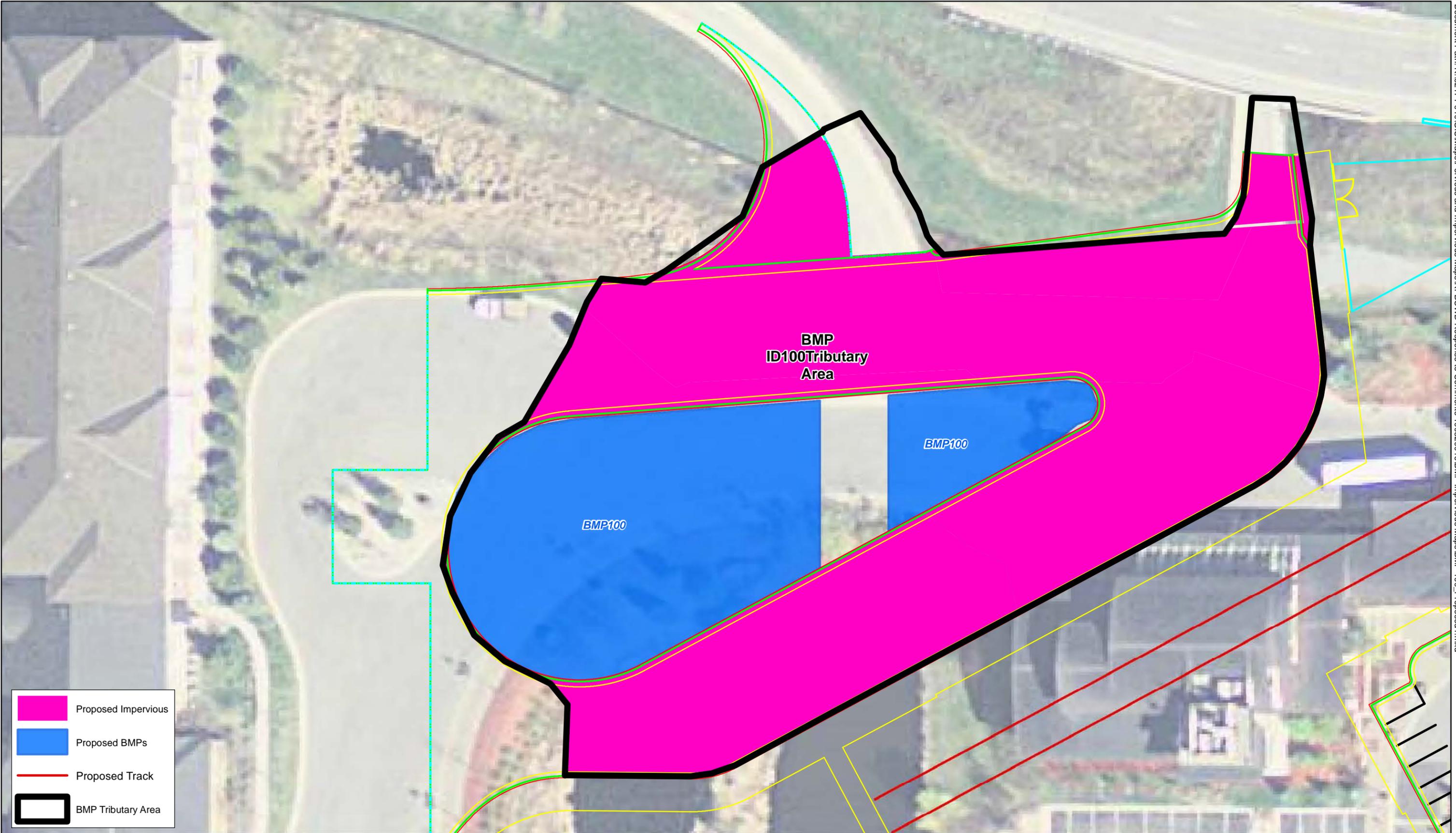


SOUTHWEST LIGHT RAIL

WETLAND BUFFER
EP-EP-20 (2 OF 2)

REV: 0
DATE : 06/22/2015





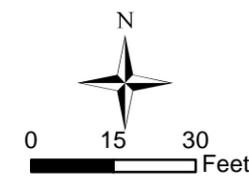
-  Proposed Impervious
-  Proposed BMPs
-  Proposed Track
-  BMP Tributary Area

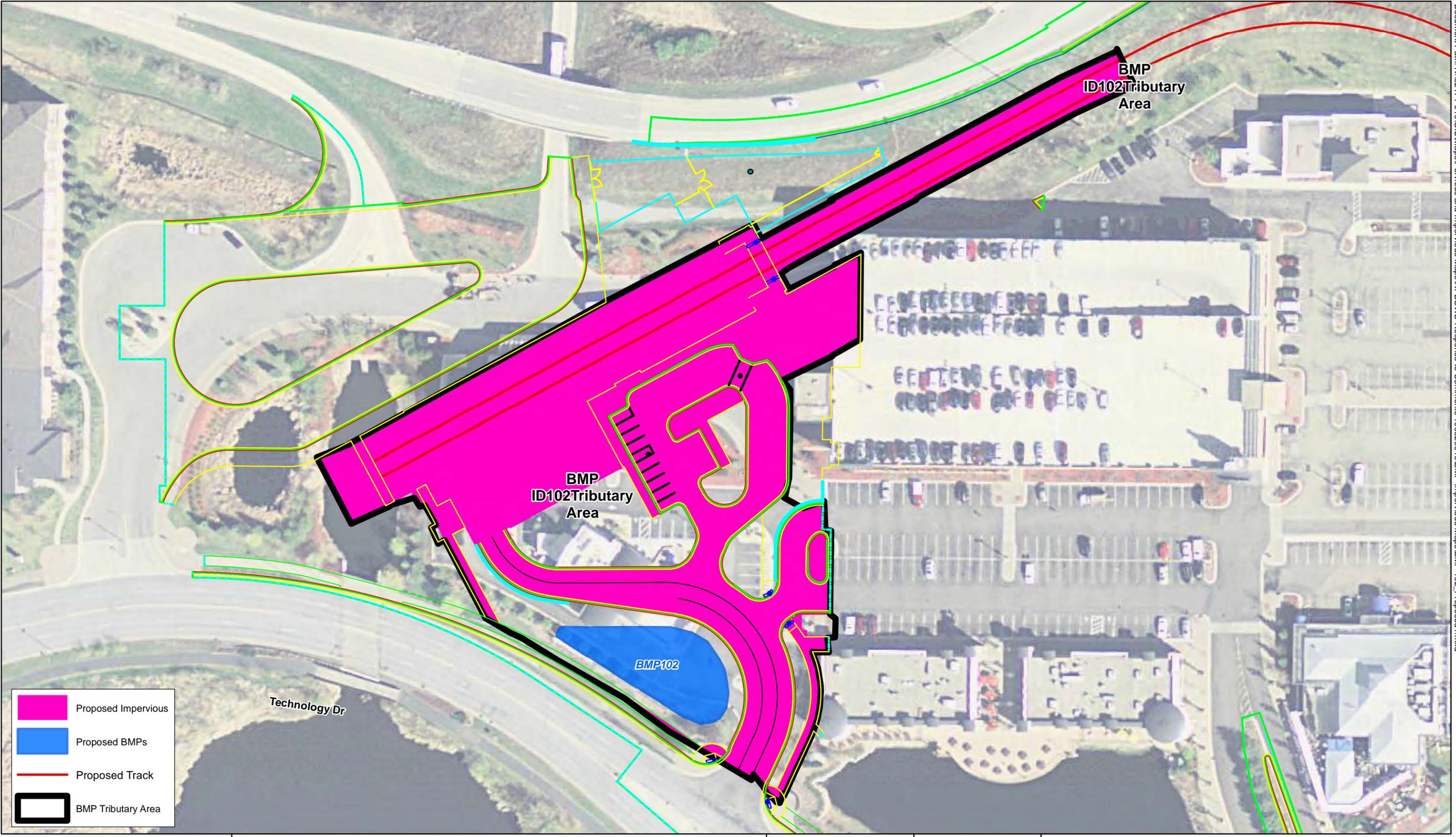


BMP Drainage Maps

BMP 100

DATE: 10/10/2016



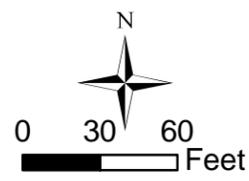


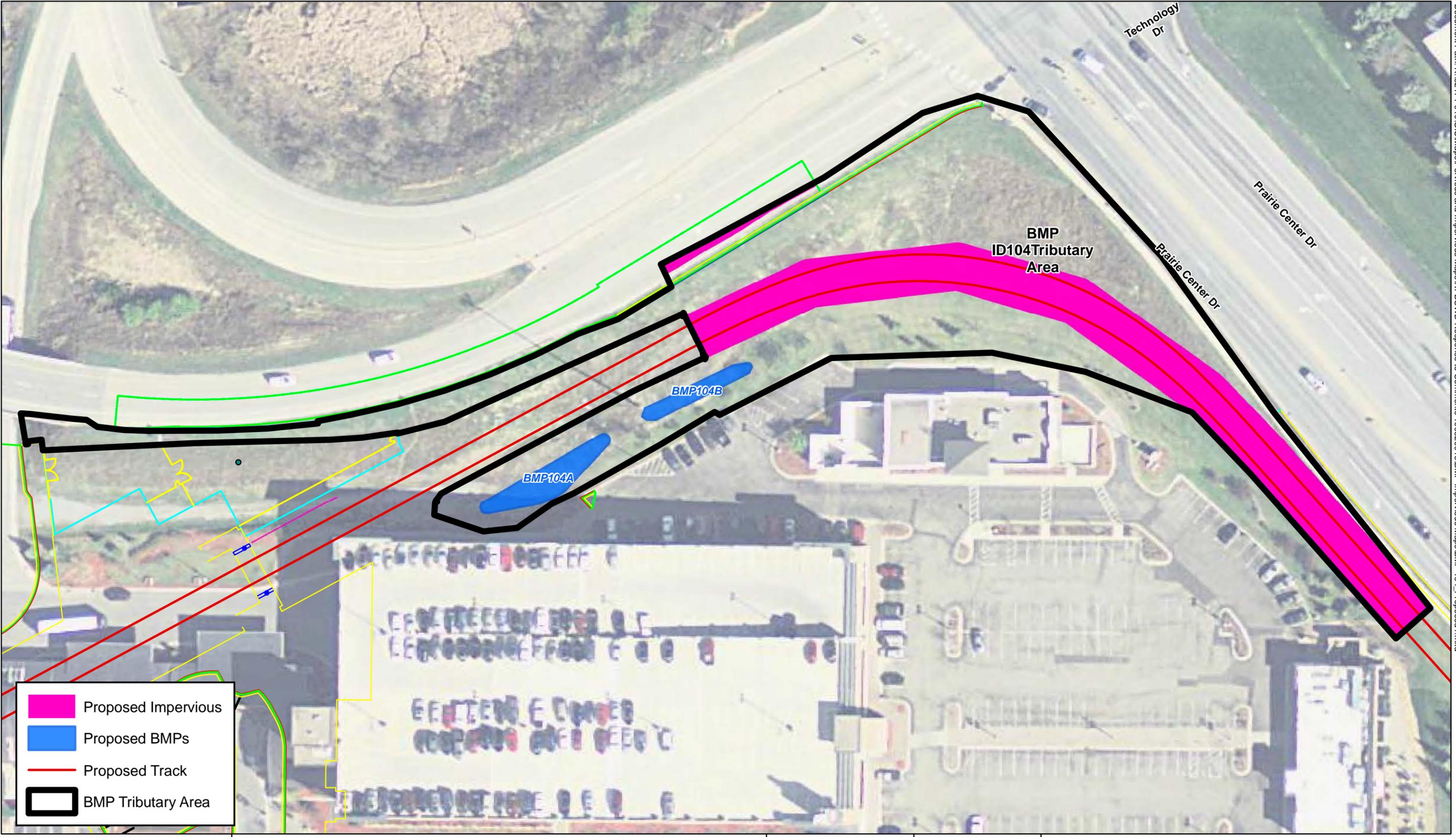
- Proposed Impervious
- Proposed BMPs
- Proposed Track
- BMP Tributary Area



BMP Drainage Maps
BMP 102

DATE: 10/10/2016



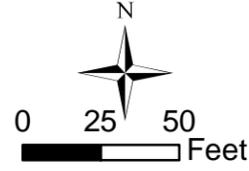


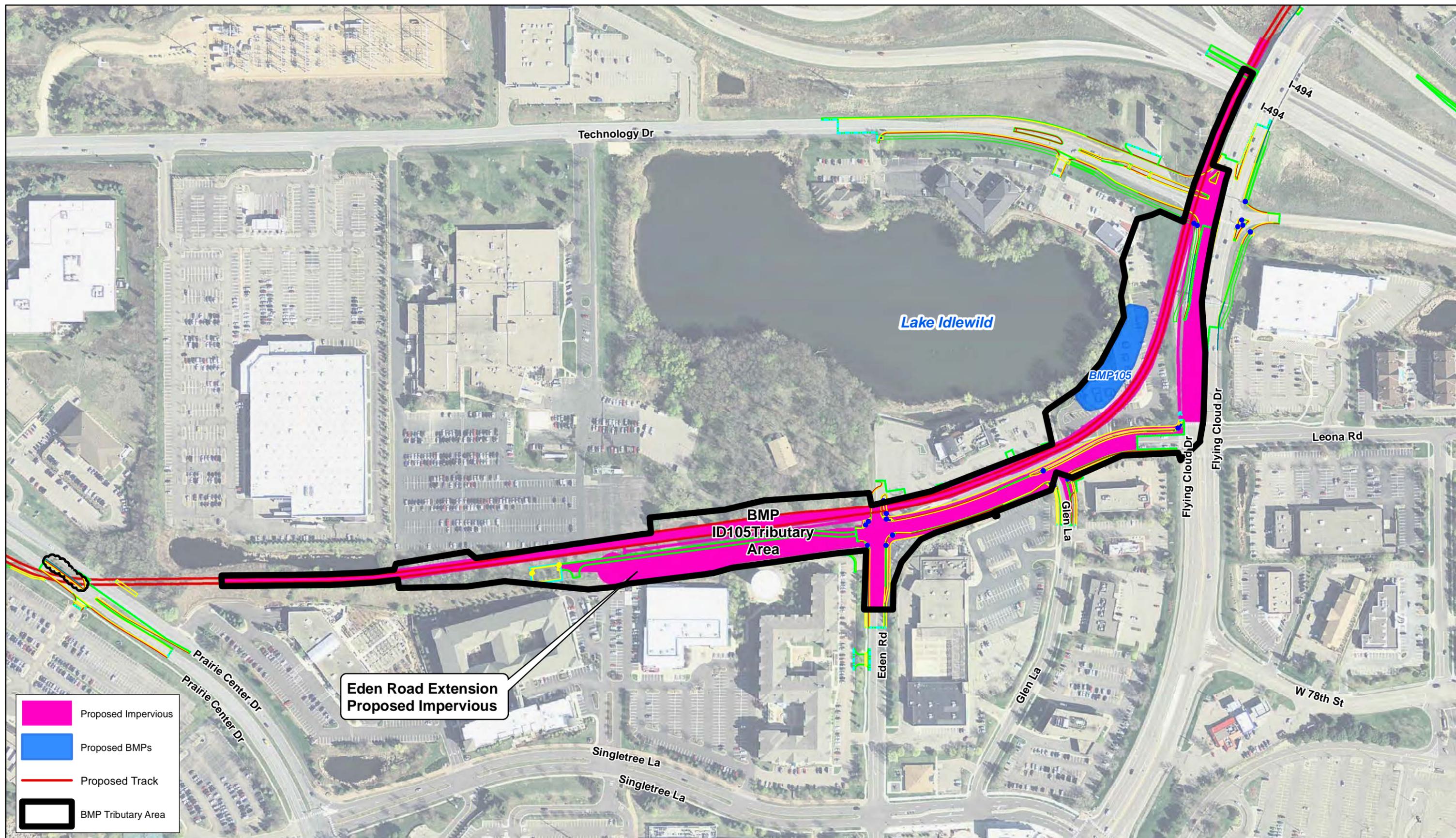
- Proposed Impervious
- Proposed BMPs
- Proposed Track
- BMP Tributary Area



BMP Drainage Maps
BMP 104

DATE: 10/10/2016





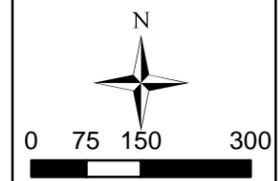
- Proposed Impervious
- Proposed BMPs
- Proposed Track
- BMP Tributary Area

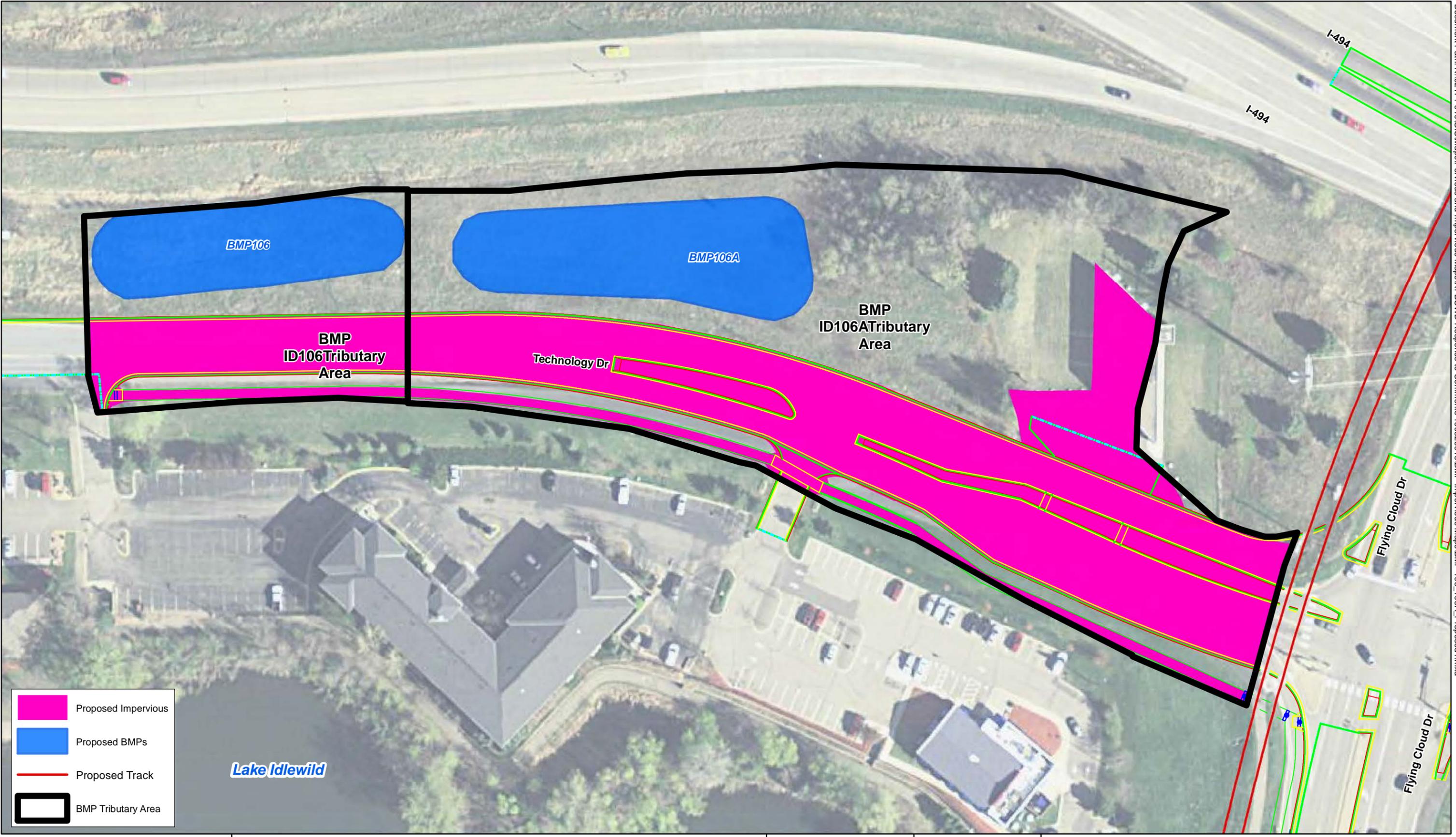
**Eden Road Extension
Proposed Impervious**



BMP Drainage Maps
BMP 105

DATE: 10/10/2016



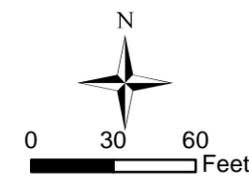


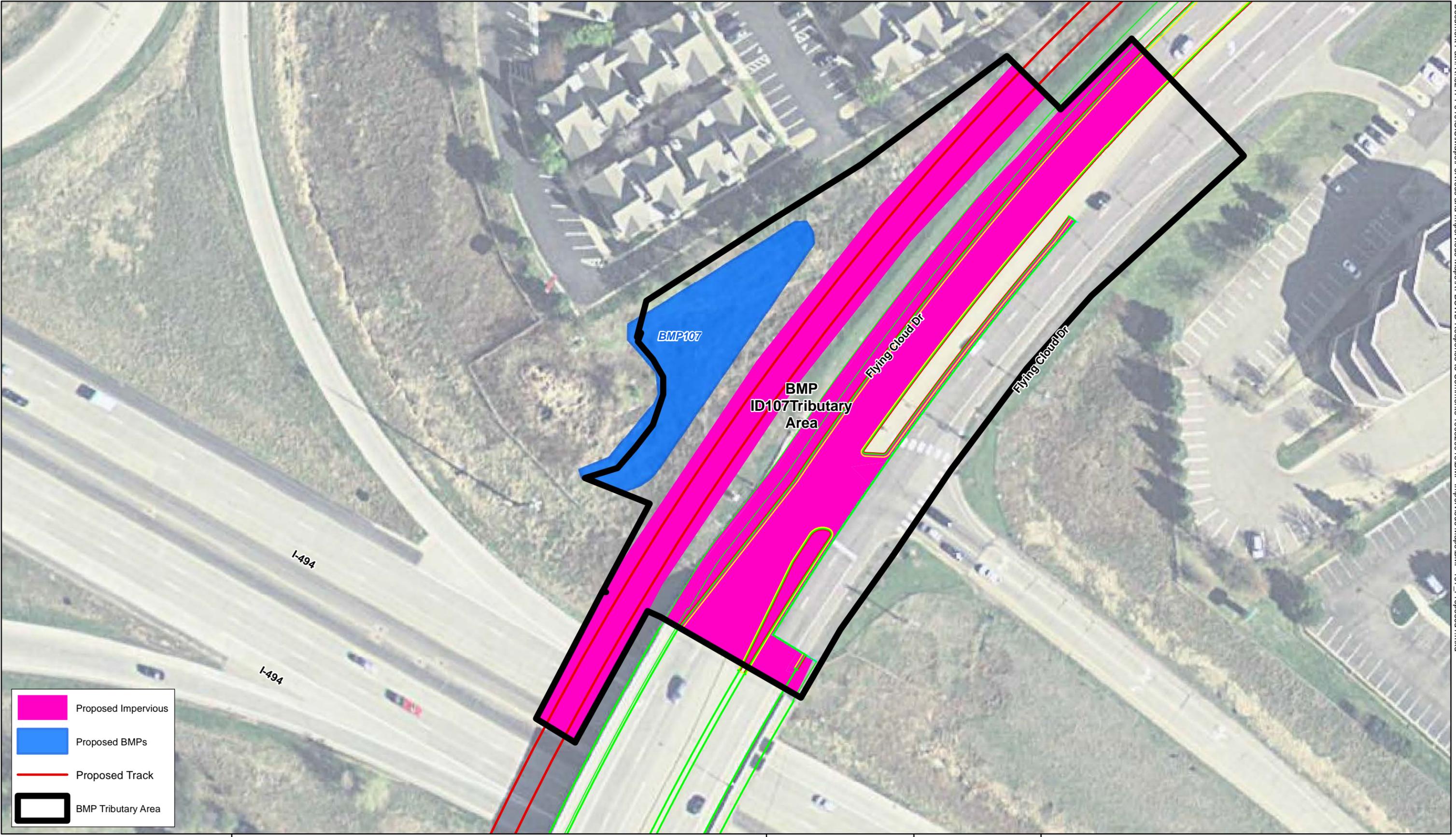
- Proposed Impervious
- Proposed BMPs
- Proposed Track
- BMP Tributary Area



BMP Drainage Maps
BMP 106 & 106A

DATE: 10/10/2016



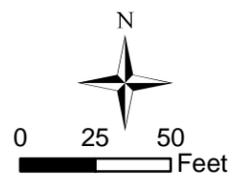


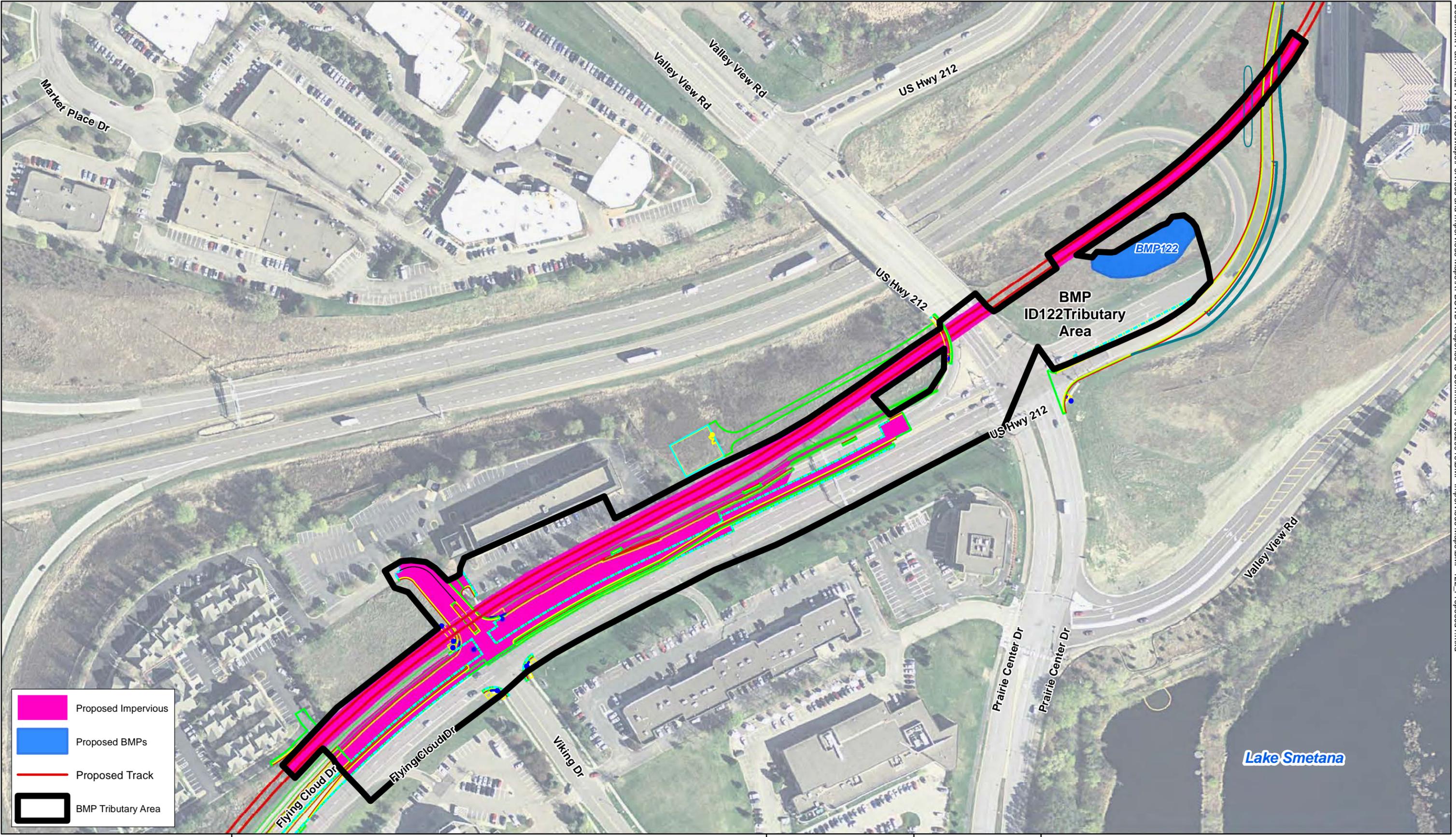
- Proposed Impervious
- Proposed BMPs
- Proposed Track
- BMP Tributary Area



BMP Drainage Maps
BMP 107

DATE: 10/10/2016





BMP Drainage Maps
BMP 122

DATE: 10/10/2016

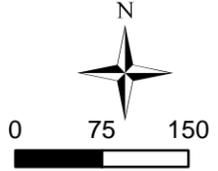
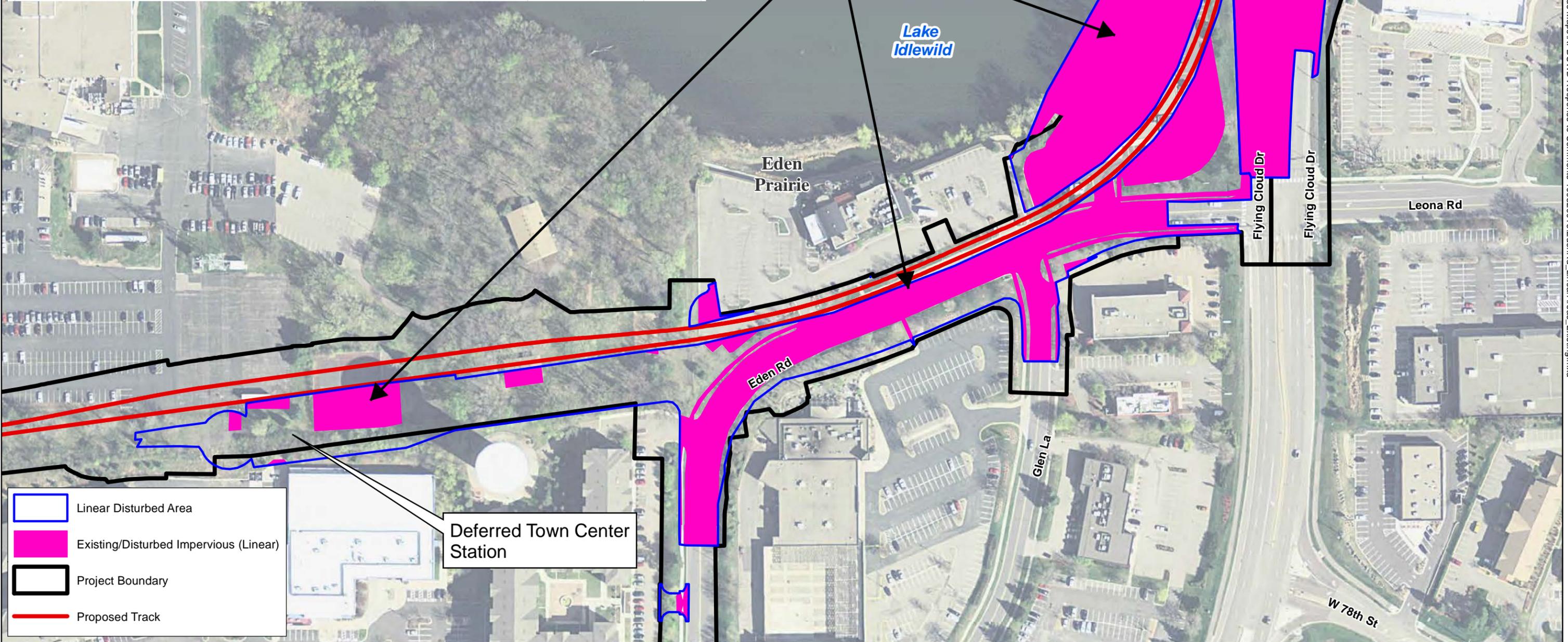


Table 9.1 - RPBCWD Linear Corridor Impervious Summary

Linear Areas	Existing / Disturbed Impervious(ac)	Proposed Impervious (ac)	Net (ac)
LRT from Station 2081+50 to 2160+00 ³	1.7	5.8	4.1
Additional Width at Stations ²	0.1	0.1	0.0
Technology Drive and Prairie Center Drive	3.0	3.6	0.6
Technology Drive Extension (LW 11)	0.2	0.2	0.0
Local Work 26	4.6	4.6	0.0
Eden Road Area ¹	3.6	3.3	-0.3
Flying Cloud Drive and Viking Drive	0.2	0.3	0.3
Total	13.3	17.9	4.8



EXISTING/DISTURBED IMPERVIOUS
LINEAR - EDEN ROAD

DATE: 10/10/2016

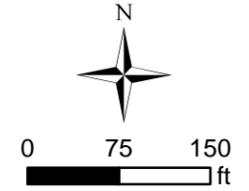
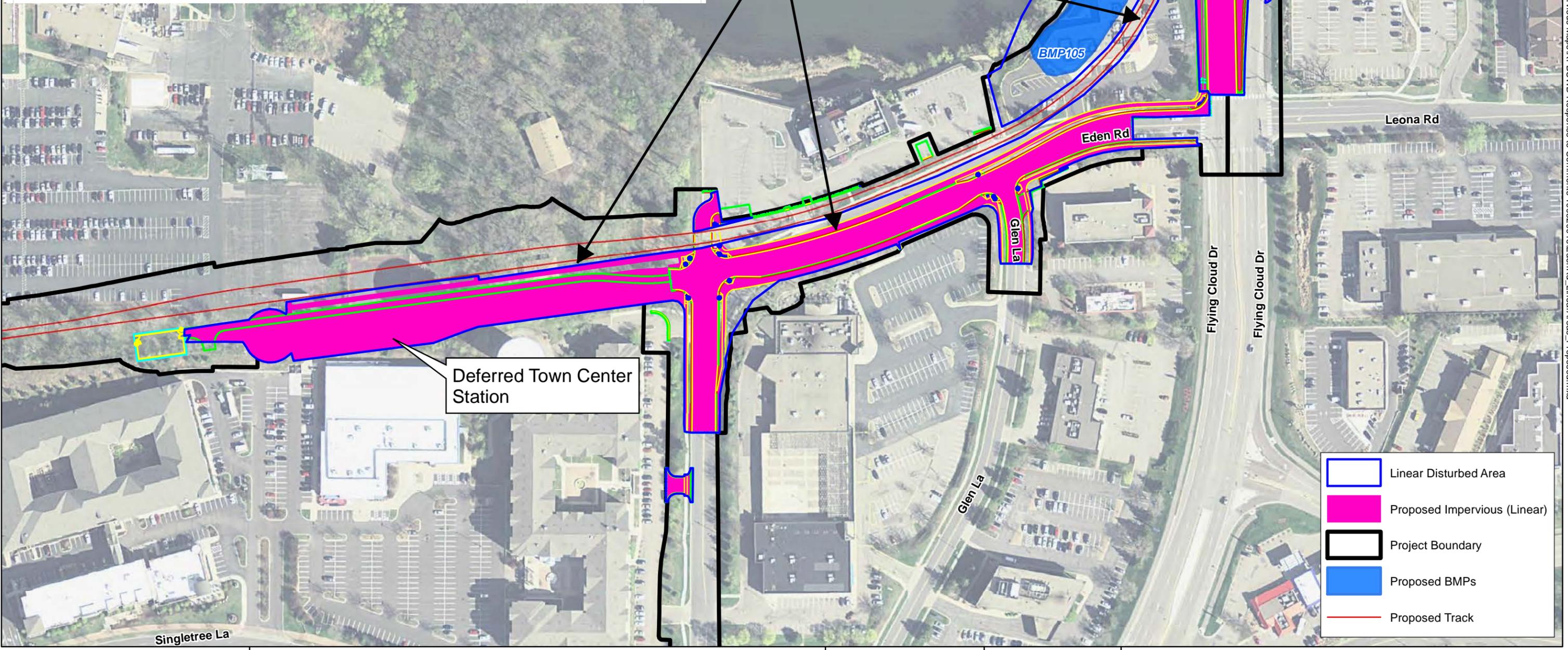


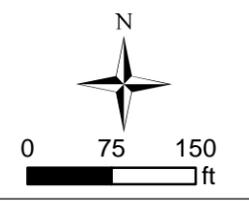
Table 9.1 - RPBCWD Linear Corridor Impervious Summary

Linear Areas	Existing / Disturbed Impervious(ac)	Proposed Impervious (ac)	Net (ac)
LRT from Station 2081+50 to 2160+00 ³	1.7	5.8	4.1
Additional Width at Stations ²	0.1	0.1	0.0
Technology Drive and Prairie Center Drive	3.0	3.6	0.6
Technology Drive Extension (LW 11)	0.2	0.2	0.0
Local Work 26 ¹	4.6	4.6	0.0
Eden Road Area ¹	3.6	3.3	-0.3
Flying Cloud Drive and Viking Drive	0.2	0.3	0.3
Total	13.3	17.9	4.8



PROPOSED IMPERVIOUS
LINEAR - EDEN ROAD

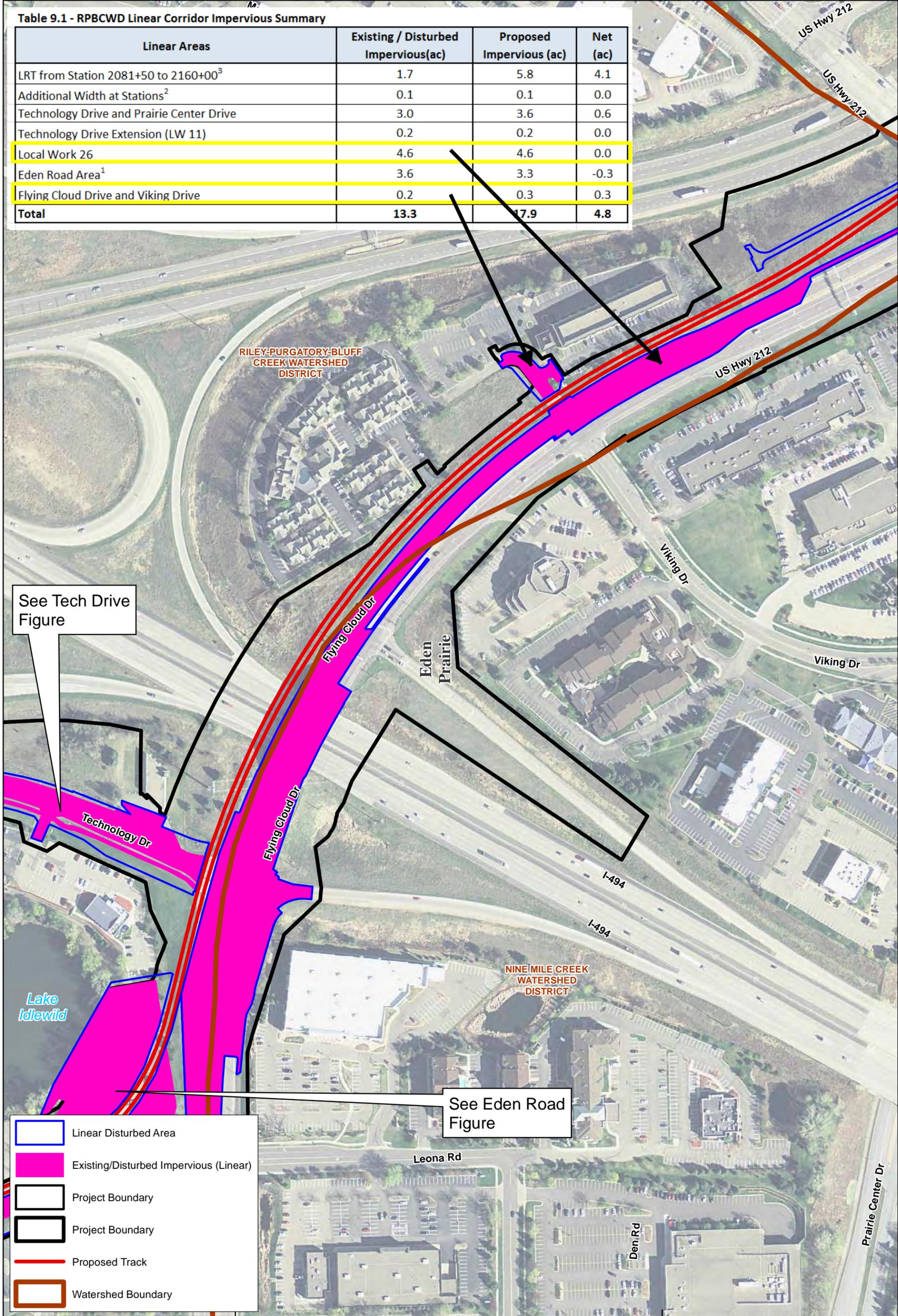
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Table 9.1 - RPBBCWD Linear Corridor Impervious Summary

Linear Areas	Existing / Disturbed Impervious(ac)	Proposed Impervious (ac)	Net (ac)
LRT from Station 2081+50 to 2160+00 ³	1.7	5.8	4.1
Additional Width at Stations ²	0.1	0.1	0.0
Technology Drive and Prairie Center Drive	3.0	3.6	0.6
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Local Work 26	4.6	4.6	0.0
Eden Road Area ¹	3.6	3.3	-0.3
Flying Cloud Drive and Viking Drive	0.2	0.3	0.3
Total	13.3	17.9	4.8



- Linear Disturbed Area
- Existing/Disturbed Impervious (Linear)
- Project Boundary
- Project Boundary
- Proposed Track
- Watershed Boundary

EXISTING/DISTURBED IMPERVIOUS

LINER - LOCAL WORK 26

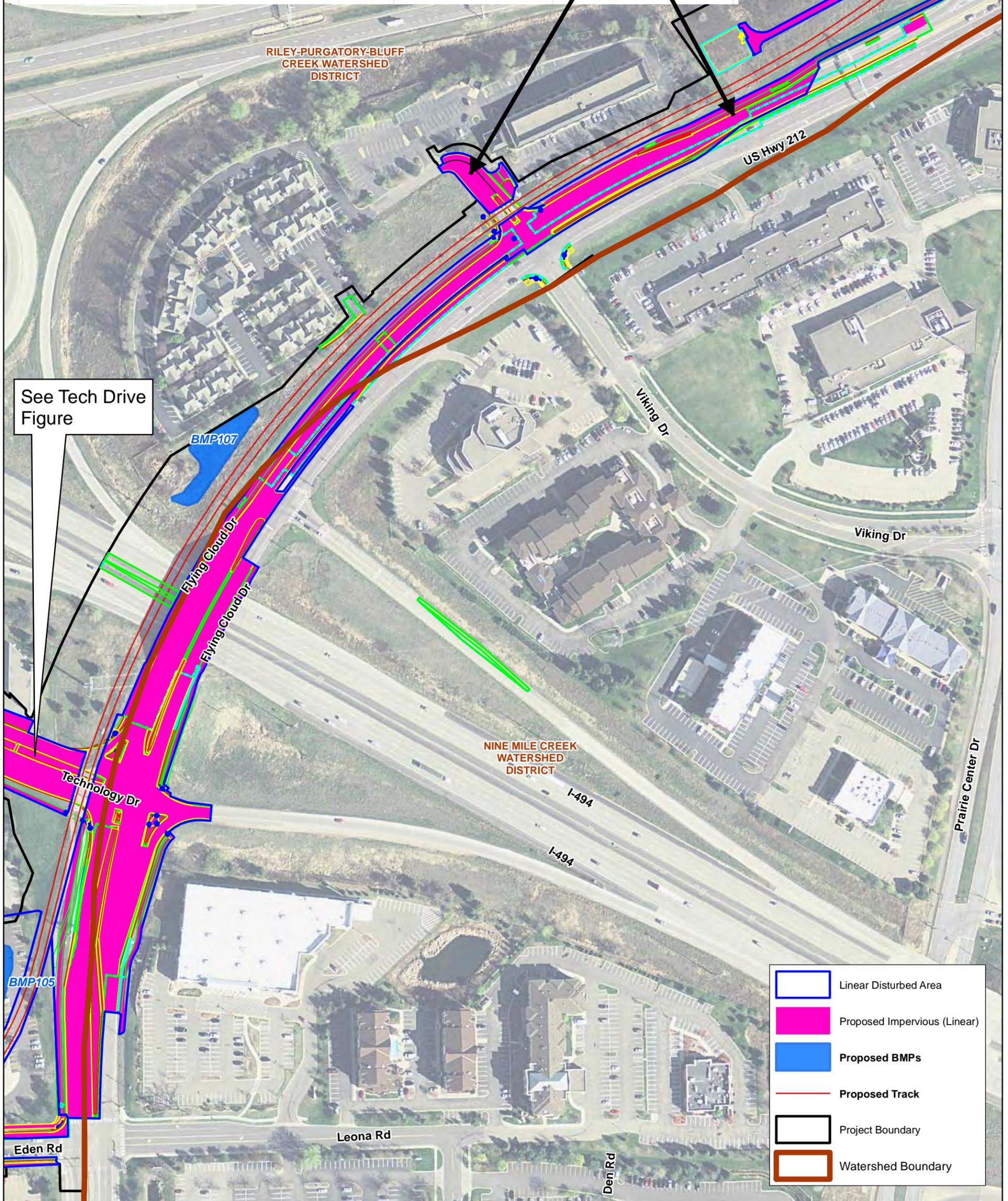
DATE: 10/10/2016



0 90 180
ft

Table 9.1 - RPBCWD Linear Corridor Impervious Summary

Linear Areas	Existing / Disturbed Impervious(ac)	Proposed Impervious (ac)	Net (ac)
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Eden Road Area ¹	3.6	3.3	-0.3
Flying Cloud Drive and Viking Drive	0.2	0.3	0.3
Total	13.3	17.9	4.8



- Linear Disturbed Area
- Proposed Impervious (Linear)
- Proposed BMPs
- Proposed Track
- Project Boundary
- Watershed Boundary

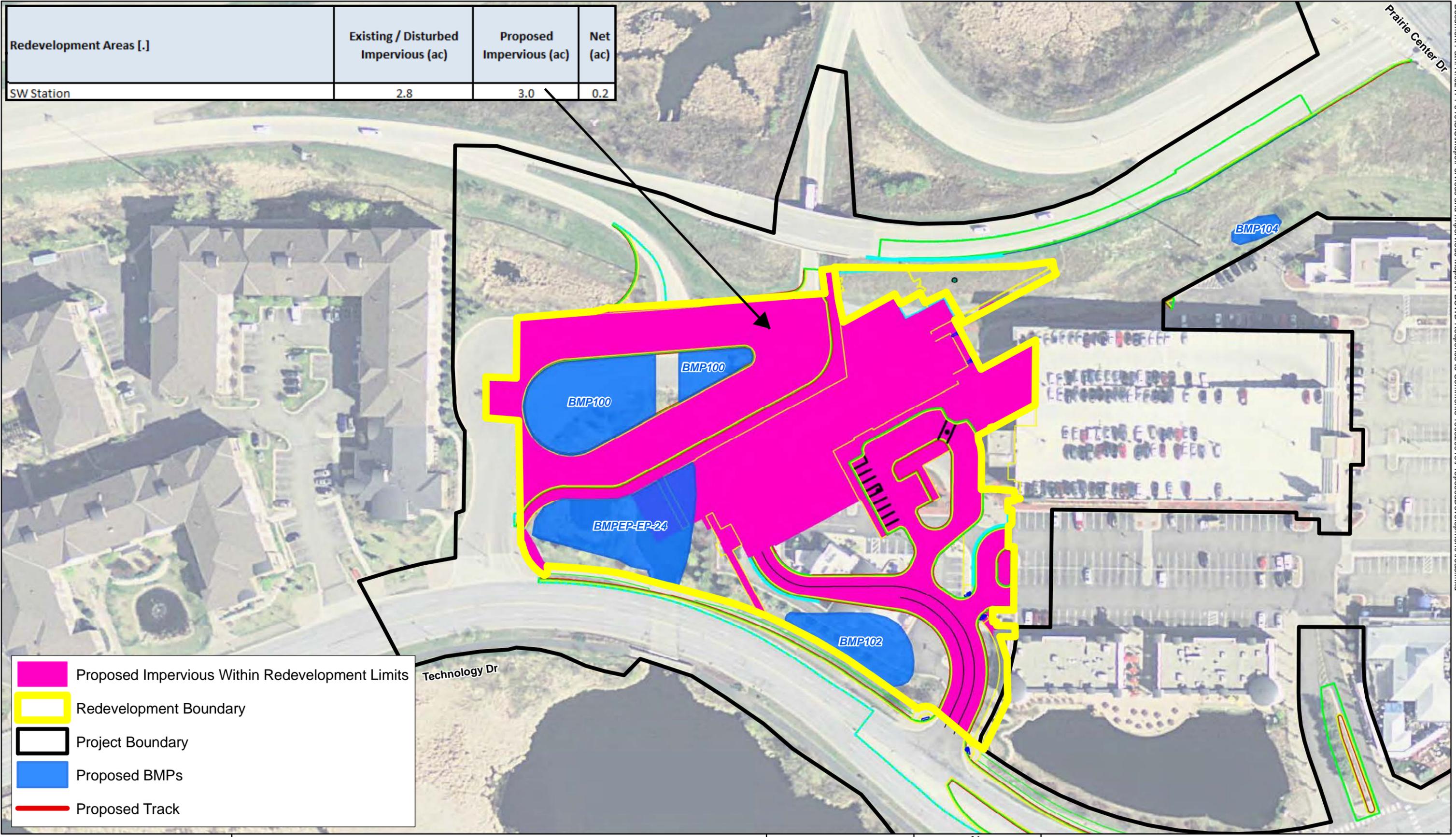
PROPOSED IMPERVIOUS

LINEAR - Local Work 26
DATE: 10/10/2016

N

0 70 140 Feet

Redevelopment Areas [.]	Existing / Disturbed Impervious (ac)	Proposed Impervious (ac)	Net (ac)
SW Station	2.8	3.0	0.2

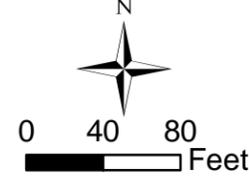


- Proposed Impervious Within Redevelopment Limits
- Redevelopment Boundary
- Project Boundary
- Proposed BMPs
- Proposed Track

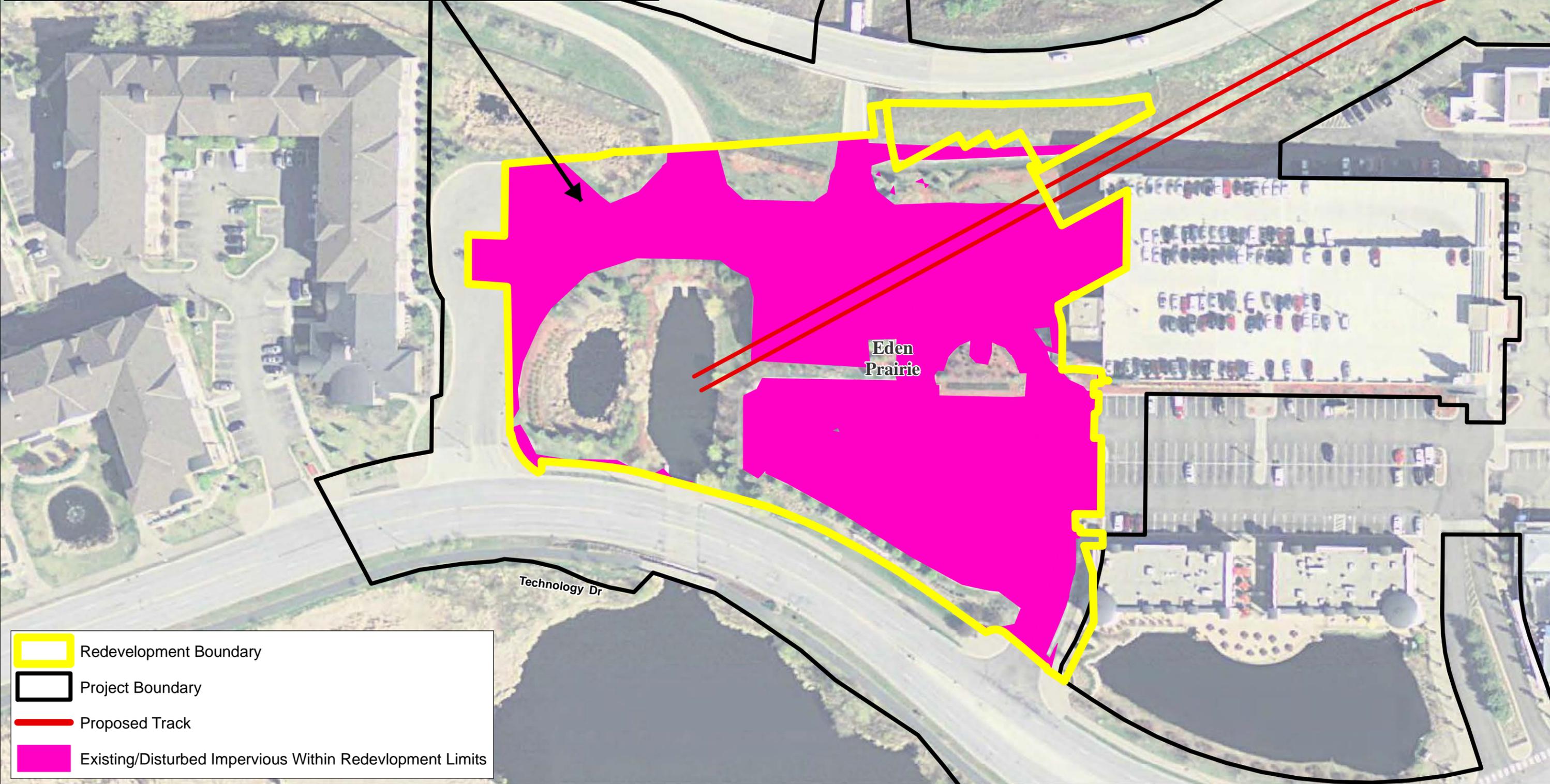


PROPOSED IMPERVIOUS
SOUTHWEST STATION REDEVELOPMENT

DATE: 10/05/2016



Redevelopment Areas [.]	Existing / Disturbed Impervious (ac)	Proposed Impervious (ac)	Net (ac)
SW Station	2.8	3.0	0.2



-  Redevelopment Boundary
-  Project Boundary
-  Proposed Track
-  Existing/Disturbed Impervious Within Redevelopment Limits



EXISTING/DISTURBED IMPERVIOUS
SOUTHWEST STATION REDEVELOPMENT

DATE: 10/05/2016

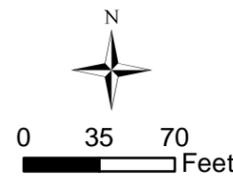
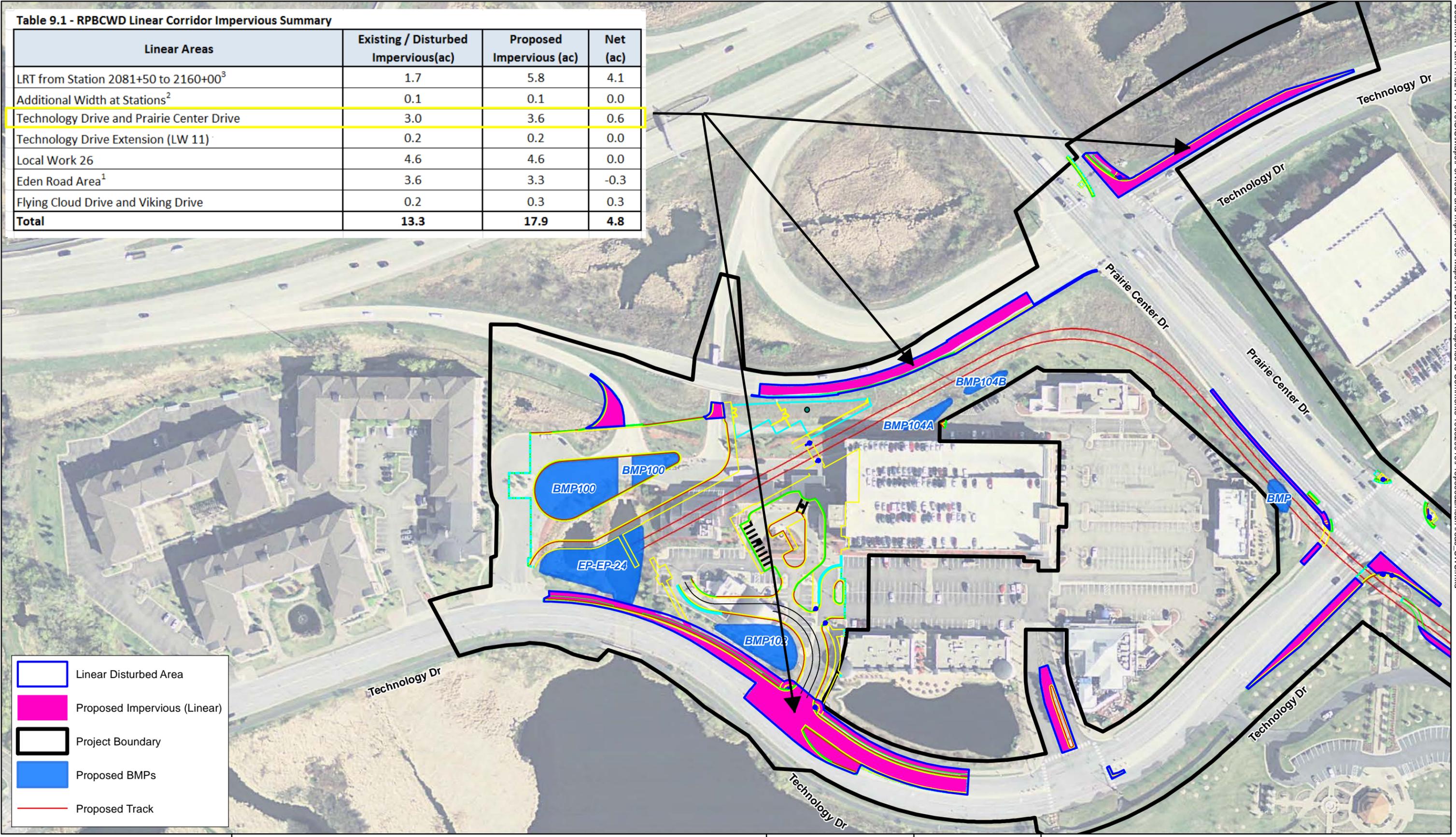


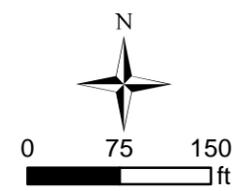
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Flying Cloud Drive and Viking Drive	0.2	0.3	0.3
Total	13.3	17.9	4.8



PROPOSED IMPERVIOUS
LINEAR - TECH DRIVE & PRAIRIE CENTER DR

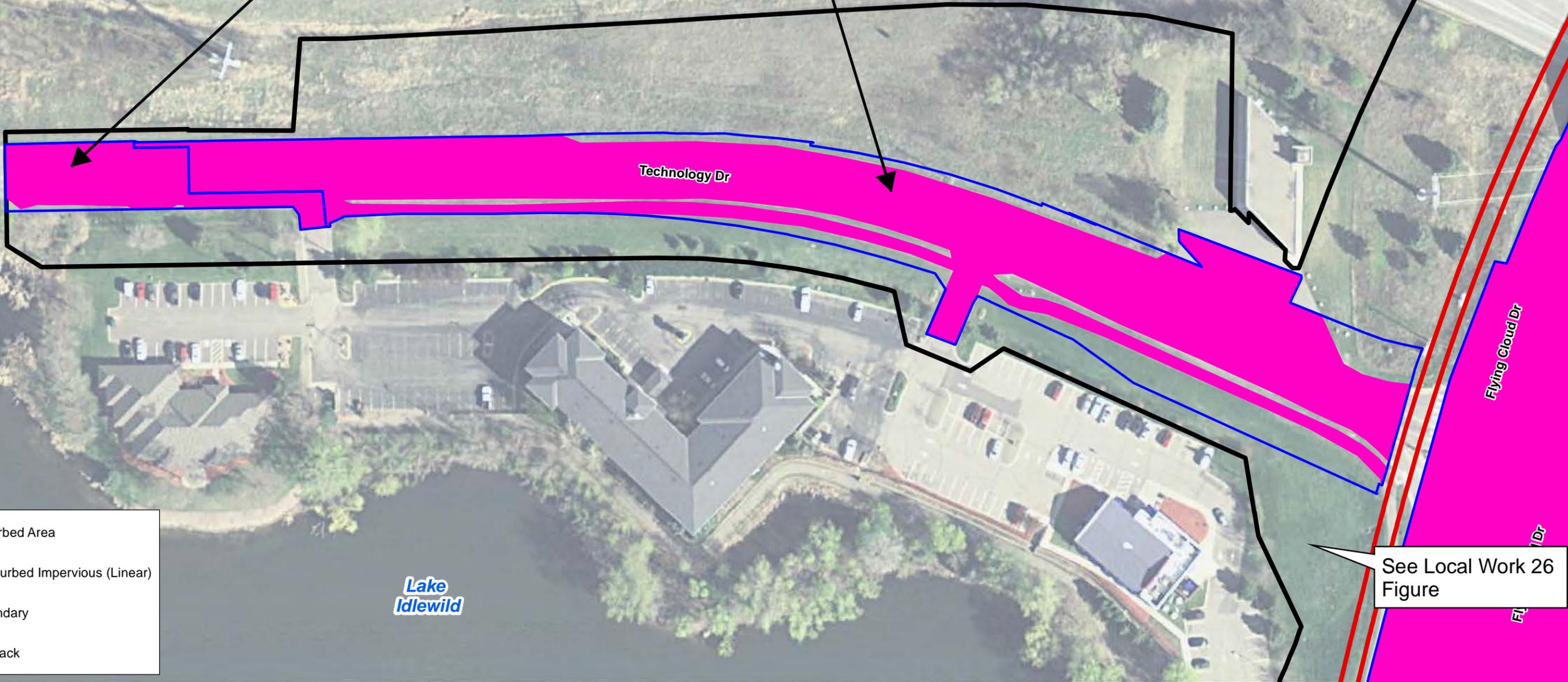
DATE: 10/10/2016



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Table 9.1 - RPBCWD Linear Corridor Impervious Summary

Linear Areas	Existing / Disturbed Impervious(ac)	Proposed Impervious (ac)	Net (ac)
LRT from Station 2081+50 to 2160+00 ³	1.7	5.8	4.1
Additional Width at Stations ²	0.1	0.1	0.0
Technology Drive and Prairie Center Drive	3.0	3.6	0.6
Technology Drive Extension (LW 11)	0.2	0.2	0.0
Local Work 26 ¹	4.6	4.6	0.0
Eden Road Area ¹	3.6	3.3	-0.3
Flying Cloud Drive and Viking Drive	0.2	0.3	0.3
Total	13.3	17.9	4.8



- Linear Disturbed Area
- Existing/Disturbed Impervious (Linear)
- Project Boundary
- Proposed Track



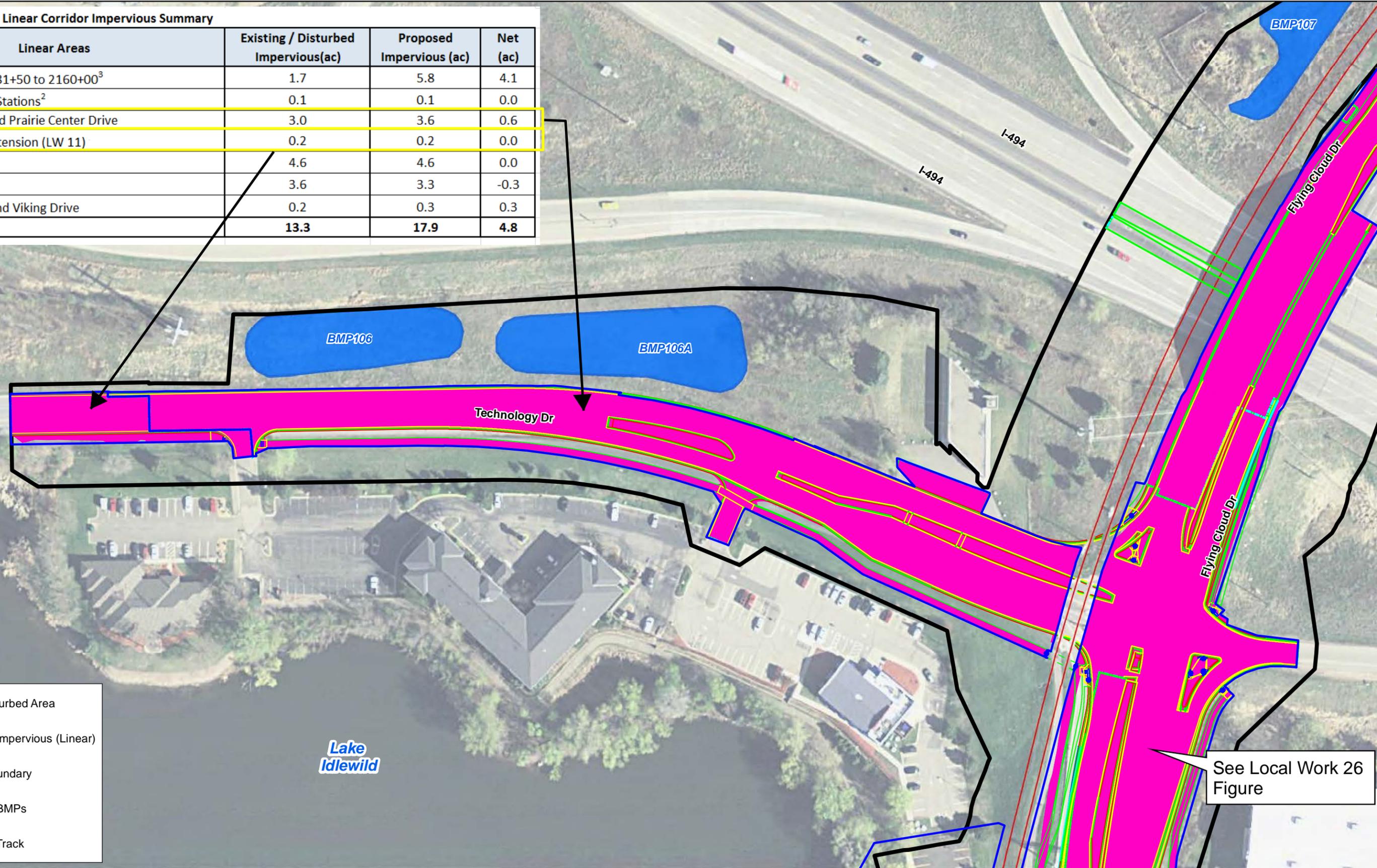
EXISTING/DISTURBED IMPERVIOUS
LINEAR - TECH DRIVE EXTENSION (LW 11)

DATE: 10/10/2016



Table 9.1 - RPBCWD Linear Corridor Impervious Summary

Linear Areas	Existing / Disturbed Impervious(ac)	Proposed Impervious (ac)	Net (ac)
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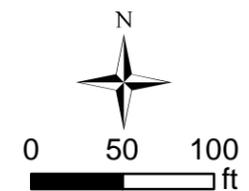
- Linear Disturbed Area
- Proposed Impervious (Linear)
- Project Boundary
- Proposed BMPs
- Proposed Track

See Local Work 26 Figure



PROPOSED IMPERVIOUS
LINEAR - TECH DRIVE EXTENSION (LW 11)

DATE: 10/10/2016



RESPONSE TO COMMENT B1

It is not feasible to meet the 100' separation from the centerline of CD43 with the proposed SW Station park and ride. The west edge of SW Station overhangs CD43 on a bridge structure. A bridge is an allowable exception to the 100' requirement if it meets the criteria of Rules E, F and G. However, a portion of SW Station is at grade and within 100' of the centerline.

A variance is requested from Rule B for not complying with the 100' separation from SW Station to CD43 centerline. As stated in the RPBCWD Rule B, the goal of the policy is to regulate floodwaters, ensure preservation of the natural function of floodplains, maintain no net loss in floodplain and maximize storage and infiltration of flood waters.

The variance is justified for the following reasons:

County Ditch Conveyance Maintained:

- The existing CD43 hydraulic capacity will be maintained since the channel will be restored after construction of the project within SW Station redevelopment area. This satisfies the goal of ensuring preservation of the conveyance route.
- There is no change to the flood elevation of CD43 post-project as proven by the modeling (see attached InfoSWMM results). This satisfies the goal of preserving no net loss in floodplain
- SW Station first floor elevation is 836.5, which is nearly 10-feet above the flood elevation of the creek
- The top of rail elevation is 827.5, which provides a minimum of 15" separation to the 100-year HWL of 826.1.
- There is no impact to government services or LRT function for the 100-year event due to the proposed design since the required freeboard is provided. (see attached EO 13690 compliance document)
- Proposed SW Station will be constructed on a bridge over the floodway of the channel in order to not impact the floodway and hydraulic conveyance. (see Bus Loop Bridge plans and portion of SW Station bridge plans)
- The existing County Ditch is channelized and already a modified ditch (not a natural meandering creek). The proposed project will not impact the existing ditch capacity, slope or cross section post-project.
- More flood storage than currently exists in the channel will be provided post-project, which offsets the impact of locating the structure within 100-feet. This satisfies the goal of maximizing upstream storage. (see 5/6/16 permit submittal for floodplain impacts and compensatory storage volumes)
- Water quality treatment is provided prior to discharge into CD43 which satisfies the goal of infiltration of runoff upstream of the floodplain.
- The floodplain elevation is not impacted due to the location of SW Station within 100-feet of the channel.

Justification for Location of SW Station as proposed:

This justification provides background and rationale for the proposed site configuration at SouthWest Station in Eden Prairie, MN.

The SWLRT Draft EIS (2012) defined the Locally Preferred Alternative (DEIS-LPA) SWLRT alignment which included the LRT alignment traversing along the southerly TH 212/5 right of way at SouthWest Station and crossing the "bus only" exit/entrance ramps from/to TH 215/5. The existing SouthWest Transit facility was shown to remain as is. The existing SouthWest Transit Office building/station is within 100 Feet of County Ditch 43 (wetland EP-EP-24). Public comments to the SWLRT Draft EIS resulted in exploring a number of changes to the proposed SWLRT alignment. Resolution of these comments occurred through Issue Resolution Teams that included representation from the Southwest Project Office, MnDOT, Hennepin County, Eden Prairie and Riley-Purgatory Creek Watershed District. The adjusted SWLRT alignment resulting from the issue resolution process was presented in the Municipal Consent materials provided to stakeholders in April 2014. The changes explored and the adjusted SWLRT alignment within this portion of Eden Prairie were documented within a Supplemental Draft EIS (2015). A Final EIS was published in 2016 to document the entire proposed SWLRT adjusted alignment, which included detailed traffic operations analysis.

At SouthWest Station the final site configuration proposed was influenced by several geometry, operational and safety aspects:

- LRT Track Geometry – the adjusted LRT alignment is grade separated over Technology Drive at its intersection with Prairie Center Drive to maintain adequate traffic operations at this intersection and allow the LRT alignment to rise in elevation to enter the Town Center area south of Costco. West of this intersection crossing, the track profile dives at the maximum grade allowed by SWLRT Design Criteria to enter the SouthWest Station and provide for an at-grade station platform. The station platform requires LRT track to be relatively flat, therefore, the platform must be located just west of the existing SW Transit parking structure to achieve the profile requirement and to provide for a direct interface with the SW Transit bus platform.
- SW Transit Operations – the frequency of SW Transit buses using the "bus only" exit/entrance ramps from/to TH 215/5 precludes the ability for the LRT adjusted alignment to cross these bus only ramps without severe delays to SW Transit buses using these ramps. The existing SW Transit bus loop and platform area must be reconfigured to allow the LRT station platform to be located west of the existing SW Transit parking structure and avoid the LRT adjusted alignment from crossing SW Transit bus ramps or bus loop area. This reconfiguration is necessary for safety reasons in order to segregate bus, car and pedestrian traffic of the bus terminal from the proposed LRT adjusted alignment.
- Transit users - the proposed reconfiguration promotes convenience for transit users by locating the LRT and SW Transit platforms side-by-side for easy mode transfers. This also allows park-and-riders maximum flexibility to utilize either the existing SW Transit parking structure or the LRT expansion of this parking structure. The parking structure expansion utilizes the property to be acquired for the project (SW Transit Office building and Culvers restaurant). This expansion also requires that a second vehicle entry be provided to Technology Drive. To maintain adequate traffic operations of Technology Drive this second entry is located at the westerly public driveway into the SouthWest Station campus.

- County Ditch - The elevation of the LRT adjusted alignment track at the end of line was established to be a minimum of 15 inches above the 100-year HWL in compliance with Executive Orders 11988 and 13690, and the SWLRT Design Criteria.
- For existing conditions, there are several structures within 100-year of the channel centerline. Additionally, the entire area surrounding the existing box culverts (bridge 96735) is impervious surface. Proposed conditions is an improvement from existing as it reduces the impervious surfaces and provides water quality treatment prior to discharge into the channel.
- The design of SW Station as a park and ride structure versus surface parking significantly reduces the footprint of the proposed station and resulting impervious surfaces.

RESPONSE TO COMMENT B2

The following is a list of the pertinent elevations at CD43.

1. Bottom of slab of the SW Station bridge over CD43 is 826.88
2. 100-year HWL is 826.1 (per RPBCWD hydrologic/hydraulic model)
3. Top of rail elevation is 827.5 (provides 15" minimum separation from 100-year HWL)
4. Low member of the proposed bus loop bridge is 826.41, per attached plans.
5. Proposed FFE of SW Station is 836.5, over 10-feet above the floodplain elevation.

The top of rail elevation was set to comply with Executive Order 13690 and 11988. See attached documentation of compliance with the EO 13690 that was included with the FEIS.

A variance is needed for the 2-foot separation requirement from the bottom slab of the proposed bus loop bridge and SW Station bridge bottom slab. The separation from the floodplain elevation varies between 0.31-feet and 0.78-feet, respectively. The MnDOT requirement for the low member elevation for a concrete slab span bridge is Q100 tailwater – 1' which equates to 825.1. The proposed design exceeds the MnDOT requirement for minimum low member.

A significant aspect that impacts the elevation of SW Station and the bus loop bridge is the LRT track geometry and connecting into existing infrastructure. This was explained in detail in response to B1, with additional explanation as follows:

LRT Track Geometry – the adjusted LRT alignment is grade separated over Technology Drive at its intersection with Prairie Center Drive to maintain adequate traffic operations at this intersection and allow the LRT alignment to rise in elevation to enter the Town Center area south of Costco. West of this intersection crossing, the track profile dives at the maximum grade allowed by SWLRT Design Criteria to enter the SouthWest Station and provide for an at-grade station platform. The station platform requires LRT track to be relatively flat, therefore, the platform must be located just west of the existing SW Transit parking structure to achieve the profile requirement and to provide for a direct interface with the SW Transit bus platform.

The top of the existing box culverts (bridge 96735) is 825.4 (interior dimension). The bottom slab of both the bus loop bridge and the SW Station bridge is above this elevation. The existing bridge 96735 controls the flow from upstream. The proposed structures will not impact this flow as they are higher than the existing restriction.

The elevation of the proposed bottom slabs will not have an adverse impact on the water resources. The existing overflow elevation of CD43 is south of Technology Drive at approximate elevation 825.7. The emergency overflow is lower than the bottom slabs and therefore the bridge slabs do not control the high water level or floodplain elevation of the channel.

The need for the variance occurred due to the complexity of connecting the proposed SW Station park and ride structure with the existing parking ramp and providing an at-grade crossing.

1.1 Wetland and Creek Buffer Requirement EP-EP-20 (North Side Buffer adjacent to Technology Drive)

Justification 1.1.1

EP-EP-20 is located within a fully-developed area of Eden Prairie. The nature of the project (federally funded linear transportation project) only allows for modifications to land within the existing and proposed right-of-way and permanent easements of the project.

Justification 1.1.2

The SWLRT right-of-way, City of Eden Prairie public right-of-way for Technology Drive and permanent easements have been maximized to the extent available. RPBCWD Rule D, Subsection 3.1g indicates that wetland buffers for linear projects are limited in width to the extent of available right-of-way. In order to provide the required buffer areas, Metro Transit would have to purchase additional right-of-way from surrounding private properties, which:

- Does not satisfy the Purpose and Need of a Federal Transit Authority funded project;
- Results in undue hardship on the surrounding private properties and businesses; and
- Results in additional fill into the wetlands.

Justification 1.1.3

Government services should not be affected by this variance for a reduction in provided buffer width.

Justification 1.1.4

The buffer that is provided will be seeded with native vegetation and will be maintained according to the requirements of Rule D. The proposed buffer is a substantial improvement from the existing buffer area for Lake Idlewild and maximizes the buffer area within the public right-of-way. Much of the runoff throughout the project area will be directed to the storm sewer and treated to meet RPBCWD water quality treatment standards prior to being discharged into the wetland. Under existing conditions, no water quality treatment is provided for the existing impervious prior to discharging to this location. As a result, the lesser buffer areas proposed will not adversely affect the water quality of the wetlands which they surround. These buffers also will not negatively affect flood elevations, drainage, or the general welfare of the district.

Justification 1.1.5

The buffers are not able to meet the required areas due to a lack of available right-of-way. Acquiring this right-of-way would result in the acquisition of additional private property and, in some areas, may require relocation of businesses, parking lots and roadways. This would create an undue hardship on those property owners, and therefore the Metro Transit requests that the proposed buffer widths be approved as proposed in the plans.

Justification 1.1.6

In summary, in order to meet the buffer requirements, Metro Transit would have to either:

- Acquire additional right-of-way or permanent easements on adjacent private properties. This could potentially result in the relocation of properties in some areas, and would overall result in undue hardship to the property owners involved.
- Create additional area to provide buffers by filling into the wetlands. This alternative would require additional mitigation for wetland impacts, and would reduce the overall quality of the water resources in the area. It is also anticipated that this could result in increases in the flood elevations of these basins.
- Create additional area to provide buffers by removing the existing roadways adjacent to the wetland. This alternative is not considered feasible due to the existing development and transportation needs of the area.

The following subsections provide justification for the variance request using the RPBCWD evaluation criteria set forth in Rule K.1.

10.1 Wetland and Creek Buffer Requirement EP-EP-22

Justification 1.1.1

EP-EP-22 is located within a fully-developed area of Eden Prairie. The nature of the project (federally funded linear transportation project) only allows for modifications to land within the existing and proposed right-of-way and permanent easements of the project.

Justification 1.1.2

The SWLRT right-of-way and permanent easements have been maximized to the extent available. RPBCWD Rule D, Subsection 3.1g indicates that wetland buffers for linear projects are limited in width to the extent of available right-of-way. In order to provide the required buffer areas, Metro Transit would have to purchase additional right-of-way from surrounding private properties, which:

- Does not satisfy the Purpose and Need of a Federal Transit Authority funded project;
- Results in undue hardship on the surrounding private properties and businesses; and
- Results in additional fill into the wetlands.

Justification 1.1.3

Government services should not be affected by this variance for a reduction in provided buffer width.

Justification 1.1.4

The buffer that is provided will be seeded with native vegetation and will be maintained according to the requirements of Rule D. Much of the runoff throughout the project area will be directed to the storm sewer and treated to meet RPBCWD water quality treatment standards prior to being discharged into the wetlands. Under existing conditions, no water quality treatment is provided for the existing impervious prior to discharging to these wetlands. As a result, the lesser buffer areas proposed will not adversely affect the water quality of the wetlands which they surround. These buffers also will not negatively affect flood elevations, drainage, or the general welfare of the district.

Justification 1.1.4

As indicated in **Table 5.1**, the buffers are not able to meet the required areas due to a lack of available right-of-way. Many of the wetlands lie partially within private property and have no existing buffers. Acquiring this right-of-way would result in the acquisition of additional private property and, in some areas, may require relocation of businesses, parking lots and roadways. This would create an undue hardship on those property owners, and therefore the Metro Transit requests that the proposed buffer widths be approved as proposed in the plans.

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The buffers are not able to meet the required areas due to a lack of available right-of-way.

Justification 1.1.6

In summary, in order to meet the buffer requirements, Metro Transit would have to either:

- Acquire additional right-of-way or permanent easements on adjacent private properties. This could potentially result in the relocation of properties in some areas, and would overall result in undue hardship to the property owners involved.
- Create additional area to provide buffers by filling into the wetlands. This alternative would require additional mitigation for wetland impacts, and would reduce the overall quality of the water resources in the area. It is also anticipated that this could result in increases in the flood elevations of these basins.
- Create additional area to provide buffers by removing the existing roadways adjacent to the wetland. This alternative is not considered feasible due to the existing development and transportation needs of the area.

10.2 Wetland and Creek Buffer Requirement EP-EP-20

Justification 1.1.1

EP-EP-20 is located within a fully-developed area of Eden Prairie. The nature of the project (federally funded linear transportation project) only allows for modifications to land within the existing and proposed right-of-way and permanent easements of the project.

Justification 1.1.2

The SWLRT right-of-way and permanent easements have been maximized to the extent available. RPBCWD Rule D, Subsection 3.1g indicates that wetland buffers for linear projects are limited in width to the extent of available right-of-way. In order to provide the required buffer areas, Metro Transit would have to purchase additional right-of-way from surrounding private properties, which:

- Does not satisfy the Purpose and Need of a Federal Transit Authority funded project;
- Results in undue hardship on the surrounding private properties and businesses; and
- Results in additional fill into the wetlands.

Justification 1.1.3

Government services should not be affected by this variance for a reduction in provided buffer width.

Justification 1.1.4

The buffer that is provided will be seeded with native vegetation and will be maintained according to the requirements of Rule D. The proposed buffer is a substantial improvement from the existing buffer area for Lake Idlewild and maximizes the buffer area within the public right-of-way. Much of the runoff throughout the project area will be directed to the storm sewer and treated to meet RPBCWD water quality treatment standards prior to being discharged into the wetlands. Under existing conditions, no water quality treatment is provided for the existing impervious prior to discharging to these wetlands. As a result, the lesser buffer areas proposed will not adversely affect

the water quality of the wetlands which they surround. These buffers also will not negatively affect flood elevations, drainage, or the general welfare of the district.

Justification 1.1.4

As indicated in **Table 5.1**, the buffers are not able to meet the required areas due to a lack of available right-of-way. Many of the wetlands lie partially within private property and have no existing buffers. Acquiring this right-of-way would result in the acquisition of additional private property and, in some areas, may require relocation of businesses, parking lots and roadways. This would create an undue hardship on those property owners, and therefore the Metro Transit requests that the proposed buffer widths be approved as proposed in the plans.

Justification 1.1.5

The buffers are not able to meet the required areas due to a lack of available right-of-way.

Justification 1.1.6

In summary, in order to meet the buffer requirements, Metro Transit would have to either:

- Acquire additional right-of-way or permanent easements on adjacent private properties. This could potentially result in the relocation of properties in some areas, and would overall result in undue hardship to the property owners involved.
- Create additional area to provide buffers by filling into the wetlands. This alternative would require additional mitigation for wetland impacts, and would reduce the overall quality of the water resources in the area. It is also anticipated that this could result in increases in the flood elevations of these basins.
- Create additional area to provide buffers by removing the existing roadways adjacent to the wetland. This alternative is not considered feasible due to the existing development and transportation needs of the area.

RPBCWD COMMENT

E1. Rule E, Subsection 3.1f requires that the project not remove material from an area with a slope steeper than 3:1 in a channel. The provided cross section indicates a portion of the channel is at a 1:1 or 2:1 slope. Please revise or clarify. If the 3:1 slope requirement cannot be met, a variance request must be submitted. The criteria in Rule K must be addressed in the variance request including how substantial the variance request is, what the practical difficulty in meeting the requirement is, whether the practical difficulty was created by the landowner, and whether the practical difficulty can be alleviated by a technically and economically feasible method. Economic hardship alone may not serve as grounds for issuing a variance.

RESPONSE

A variance from the RPBCWD Rule E3.1 requirement for slopes to be 3:1 or less steep is required for the SWLRT Project. The following justifications are provided for the variance request.

The stated reason for the Rule E: Dredging and Sediment Removal is to mitigate impacts from sediment removal. Dredging and sediment removal is allowed for “public entities for public purposes”. The temporary construction work within County Ditch 43 (CD43) is required as part of the Metro Transit SWLRT project; a public agency constructing a public infrastructure project. The work is therefore an allowable activity.

Rule K – 1.1

The proposed design utilizes 2:1 side slopes for a portion of the CD43 channel in lieu of 3:1 side slopes. Further definition of the existing and proposed side slopes is provided below.

EXISTING

The existing channel cross section consists of 2:1 and 1:1 slopes at the outfall from the existing box culverts (Bridge 96735). The slopes transition downstream to 3:1. A pond was constructed on the west side of CD43. There is a slight berm between the channel and the existing pond. At the inlet to the box culvert under Technology Drive, the slopes transition back to 1:1. The existing cross section was submitted previously.

PROPOSED

The proposed cross section is 2:1 slopes immediately at the outfall from the existing box culverts. The slopes remain 2:1 for approximately 80-feet past the outfall. Similar to existing, on the west side of the channel a small ponding area is proposed to maintain the existing flood storage and provide pretreatment for a portion of the bus loop drainage. The slopes transition to 4:1 into the ponding area expansion. At the inlet to the box culvert under Technology Drive the slopes transition to 2:1. On the east side, the slopes transition to 3:1 past the end of the structural improvements for SW Station.

Rule K – 1.2

There is no impact to government services due to the proposed modification. Modifying the slopes to 3:1 would have significant impacts to Met Council and SW Transit existing services due to the need to modify the design.

Rule K – 1.3

Since a portion of the existing side slopes for CD43 are 2:1 or steeper, there is minimal impact to the character of the existing abandoned county ditch due to the proposed variance. The existing conditions high water level is maintained post-project in CD43. The proposed compensatory storage provided for CD43 exceeds the existing flood storage. A stable channel section consistent with the existing channel section is provided. Water quality BMPs are provided upstream of discharge into the channel.

Rule K – 1.4

Transitioning to 3:1 slopes in CD43 rather than the proposed 2:1 slopes results in the need for taller, more extensive headwalls at the box culvert ends, a longer bus loop bridge span, additional area under SW Station to be within the floodplain and in the channel. These modifications increase the erosion potential under SW Station as additional footprint will be within the channel and subject to flows. The modifications introduce significant additional cost. The modifications also present new challenges with maintaining bus access during construction which is a requirement of the agreement with Metro Transit and SW Transit is to maintain the existing bus access during the construction of SW Station. Buses will access the site through the bus loop. A longer bus loop bridge span will increase the time to build the bridge, extend the support of excavation limits and further complicate maintenance of bus access. The preferred option if 3:1 side slopes are required will be to modify the design back to the original design of extending Bridge 96735 box culverts due to the significant ramifications of modifying the design to comply with this requirement.

It is also not feasible to retain a portion of the existing 2:1 side slopes and protect them during construction. There are extensive structural improvements required in this area due to the poor soils. Driven piles are required for the Bus Loop Bridge piers and SW Station. Additionally, the portion of the Bus Loop that is not on a bridge structure will be on a load transfer platform. All of this infrastructure will require extensive construction within and near the existing channel. It is not feasible to maintain a section of the existing slopes during this construction.

Rule K – 1.5

Variance justification 1.5 requires definition of how the practical difficulty occurred. The following section outlines the course of design for this location.

The design that is currently proposed has changed significantly over the course of the project. The previous design was to extend the existing dual box culverts all the way to Technology Drive. This design was the simplest to convey the existing CD43 through the SW Station site and allow for all the improvements that are needed with the redevelopment site. The design would have resulted in a significant reduction in the existing flood storage in EP-EP-24, which is the storage area associated with CD43. This was the design that was presented to RPBCWD Board at the 60% design stage of the project.

After additional discussions with RPBCWD staff, the design at SW Station within the CD43 was modified to improve the hydraulics, water quality of the discharge, flood storage capacity and aesthetics. Two water quality BMPs are proposed (BMP 100 and 102). The Bus Loop and SW Station are proposed to be on a bridge structure over the ditch. The proposed flood storage in EP-EP-24 and the adjacent BMPs is greater than the existing condition. The hydraulic capacity of the proposed CD43 is maintained as the existing and proposed cross sections and ditch slopes are the same. Additionally, a large portion of the EP-EP-24 area that is not shaded by the proposed bridges will be restored with native vegetation. These modifications came at significant expense and design.

The reason for requiring 3:1 slopes in Rule E is to construct a stable slope to reduce the erosion potential. The proposed slopes at the outfall for the box culvert are steeper than the requirement at 2:1. Once the channel gets past the proposed bridge structures, the slopes are flattened to 3:1 on the east and 4:1 on the west. Only the portion under the structures is 2:1. MnDOT Class IV Riprap and geotextile fabric are proposed on the 2:1 slopes to reduce erosion potential. Therefore the goal of Rule E is met by providing a stable slope with adequate protection to dissipate the erosive velocities from the outlet of the dual box culverts. Additional discussion of the riprap in the channel was provided with a previous submittal.

Rule K – 1.6

Based on the factors described above, allowing the variance from 3:1 slopes to 2:1 slopes will serve the interests of justice and not cause any detriment to adjacent properties or water resources.

RESPONSE TO COMMENT F1 – F4

As noted in the previous comment regarding Rule E, CD43 is an abandoned channelized ditch and the natural characteristics are no longer present after the MnDOT project on TH212. The ditch functions as a conveyance system and not as a natural stream.

F1 Response

The channel is the outlet for two 10'x7' box culverts that convey **993 cfs** at a velocity of **7.4 fps** for the 100-year event based on the RPBCWD hydrologic/hydraulic model. MnDOT criteria have been used for the design of the channel protection downstream of existing bridge 96735 since it requires MnDOT approval. MnDOT criteria have also been applied to the Bus Loop Bridge and SW Station since they are reviewed by MnDOT for conformity. The MnDOT Drainage Manual recommends Class III riprap at outfalls with a velocity greater than 6 fps. The riprap and geotextile fabric proposed at the outlet is necessary to protect against erosion in the channel and dissipate the energy of the flow before it gets to the bridge foundations, along with the SW Station platform. Angular riprap is a proven channel protection method to protect the significant infrastructure that is being constructed in and adjacent to the channel.

Braun Intertec performed a scour analysis to determine the riprap size. Three methods were used and they indicated the following stone sizes (d50):

- US Bureau of Reclamation – 6" minimum stone size
- US Geologic Survey – 10" minimum stone size
- Pennsylvania DOT – 6" minimum stone size

Using the average of these values, the MnDOT Class III riprap proposed suffices with a d50 of 9 inches. The analysis is attached.

Additionally a portion of the channel is shaded by the proposed bus loop bridge. Planting vegetation or bioengineering is not recommended in the shaded conditions because the lack of sunlight will preclude growth and prohibit deep root growth that is needed to stabilize the channel. The extents of the riprap are limited to the pier and pile support area of the proposed bridges (bus loop and SW Station). There is extensive proposed structural support for the proposed SW Station and bus loop that needs to be protected for the long term condition.

Riprap is recommended by the geotechnical report (provided previously) due to the poor soils to protect the proposed platform pile, bridge abutments and piers from scour based on the estimated flow rate.

F2 Response

MnDOT criteria have been used for the design of the riprap cross section; see attached detail from the Bus Loop Bridge plans. No graded gravel is included using FHWA HEC-23, which "strongly recommends that only a geotextile filter be considered" where adequate toe of the slope cannot be measured. Due to the instability of the existing soils and potential for settlement, riprap and geotextile are proposed without a graded gravel subbase.

F3 Response

A variance is requested for the 3:1 requirement for stream slopes. There are 2:1 slopes in the proposed cross section beneath the Bus Loop Bridge. The justification for the variance request is as follows.

- The existing slope is 2:1 on the east bank (see attached cross section) and 1:1 on the west bank and the proposed cross section will mimic existing with 2:1 slopes.
- The 2:1 slopes comply with MnDOT Drainage Manual requirements and FHWA HEC-23 as a stable condition.
- The existing cross section has shown to be stable, suggesting that the proposed 2:1 slopes are sufficient.
- Grading the banks at 3:1 would require grading landward of the existing banks which does not comply with RPBCWD Rules.
- The variance is not substantial in relation to the rule as the proposed slopes are only slightly steeper than the RPBCWD requirement.
- There is no effect on government services due to the proposed variance.
- Since the existing slopes are 2:1 (and even steeper at 1:1 on the west bank), maintaining a 2:1 slope does not impact the hydraulic conveyance, flood level or existing water resource.

F4 Response

As stated in response to comment F1, riprap is proposed at the outlet bottom and up the side slopes to protect the proposed structural components, minimize erosion at the outlet, and reduce undermining of the existing box culverts 96735. Additionally riprap is proposed under the bus loop bridge due to the lack of sunlight for bioengineered solutions. If the riprap were to stop partially down the side slope, the riprap would migrate down the side slope due to the instability of the soils. It is necessary to extend the riprap the entire length of the side slope and at the mouth of the existing bridge 96735 to minimize erosion.

Appendix P

Right-of-Way

Memorandum

DATE: March 24, 2016
TO: Bojan Mistic
FROM: Aaron Tag, Manager Right of Way
SUBJECT: Right of Way Process

The Metropolitan Council (Council) will acquire Right of Way (ROW) for track, stations, a maintenance facility and other infrastructure necessary for construction and operation of the Projects. Property rights to be acquired may include fee, permanent and temporary easements, leases for specified uses and duration, air rights, access rights, and underground easements.

To accomplish ROW acquisition for the Projects, the Council has entered into cooperative agreements with the Minnesota Department of Transportation (MnDOT). These agreements describe the basis and extent of assistance MnDOT will provide for the Projects. The agreements specify that MnDOT will provide staff for property acquisitions and will acquire property in the name of the Council as authorized by Minnesota Statutes, section 473.411, unless the Council determines otherwise. In general, the Council's authority relative to ROW acquisitions is outlined in Minnesota Statutes chapter 473.

For private property the Council will follow the steps outlined below to gain title and possession to the necessary right to construct and operate the Green Line Extension. Necessary rights will be obtained prior to the start of construction on that parcel of land. The construction specification will require the contractor to not use any specific property until they receive written notification from the Council that title and possession has been obtained. Because of the timing of the project, it is expected that construction will start on the project prior to having all of the Right of Way.

Private Property Acquisition Steps

Step 1: Property Identification. Anticipated property needs will be identified during project development and refined as necessary during engineering. Once the Council defines the anticipated real property interests it will commence the acquisition process by obtaining a title opinion.

Step 2: Parcel File and Field Title. MnDOT will prepare a parcel file that includes the following for each parcel: a parcel sketch from the base map, a title opinion, and a legal description. Field

title work is then performed. The title opinion and field title report will be used to prepare the Attorney's Condition of Title (ACT).

Step 3: Appraisals. The appraiser will prepare an appraisal report for each parcel and submit these reports to the Council.

Step 4: Appraisal Reviews. The Council will be responsible for procuring a review appraiser in accordance with Council procurement policies and FTA procurement requirements. The Council's concurrence with the value certified by the review appraiser establishes the offer of just compensation.

Step 5: FTA Concurrence on Appraisals. The Council will request FTA concurrence if the recommended offer of just compensation exceeds the applicable threshold.

Step 6: Offer to Purchase. The Council will make an offer to the property owner on the Council's behalf. Offers cannot proceed without Council approval.

Step 7: Owner Accepts or Rejects Offer. If the owner accepts the offer, the Council will assemble an acquisition package – including a purchase agreement, IRS Form W-9, and a deed or easement – and make payment to the owner. The Council will record the conveyance document received from the owner.

If the owner rejects the offer, the negotiation process outlined in Step 9 will commence.

Step 8: Negotiation and FTA Concurrence for Administrative Settlement. Every reasonable effort will be made to acquire property through negotiation. In negotiations, Project staff will make recommendations to the Council for approval of administrative settlement amounts to be offered.

Step 9: Prepare and File Condemnation Petition. If the Council fails to reach an agreed upon settlement to acquire property through direct purchase, it will document that an agreement was not reached and will utilize its condemnation authority found in Minnesota Statutes section 473.405 to condemn the property for the Project. Such authority may also be used to remedy title problems. The project will at least 30 days after making an offer before it files for condemnation.

Step 12: Hearing on Petition. The attorney representing the Council will appear at the hearing on petition and present testimony to justify the public purpose and necessity for the taking. The Council's attorney will arrange for agents to be present as necessary. Upon proper presentation of evidence, the judge will sign an order approving the petition, appointing commissioners and authorizing the transfer of title and possession to the Council. The order is then served by the Council on all property owners named in the petition.

Step 13: Title and Possession. After the 90-day notice of intent to condemn period has expired, the order approving the petition has been signed and the Council has made its quick take payment (its offer of just compensation), title and possession to the land will pass to the Council.

Public property is expected to be obtained for the project through agreement with other local agencies. These agreements will be executed prior to the start of any construction on parcels owned or controlled by those local agencies. The property transfer agreements will cover the areas to be transferred, the rights to be transferred, and the timing of those transfers.

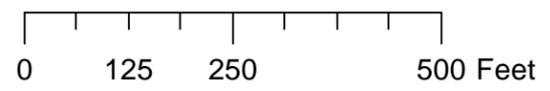


Sources: Esri, HERE, DeLorme, USGS, Intermap, increment Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia

Draft SWLRT Parcel Impact

Date: 3/24/2016

Page 1 of 26



- A - Total
- B - Total - No Relocation
- C - Partial - Relocation Involved
- D - Partial
- F - Temporary Easement
- I - LRCI Only



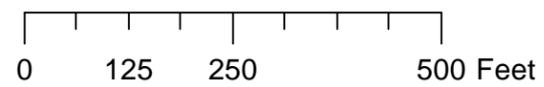
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



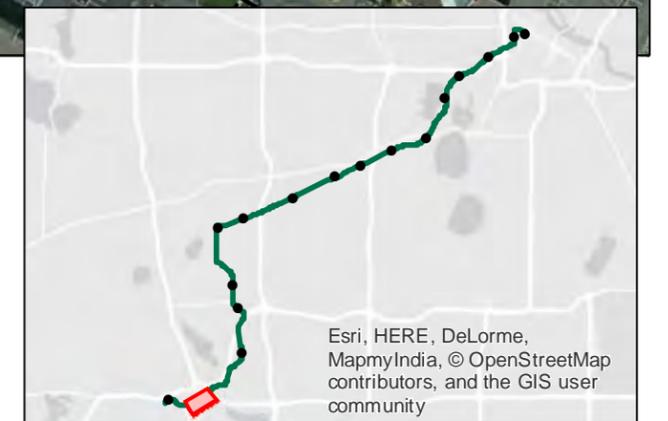
Draft SWLRT Parcel Impact

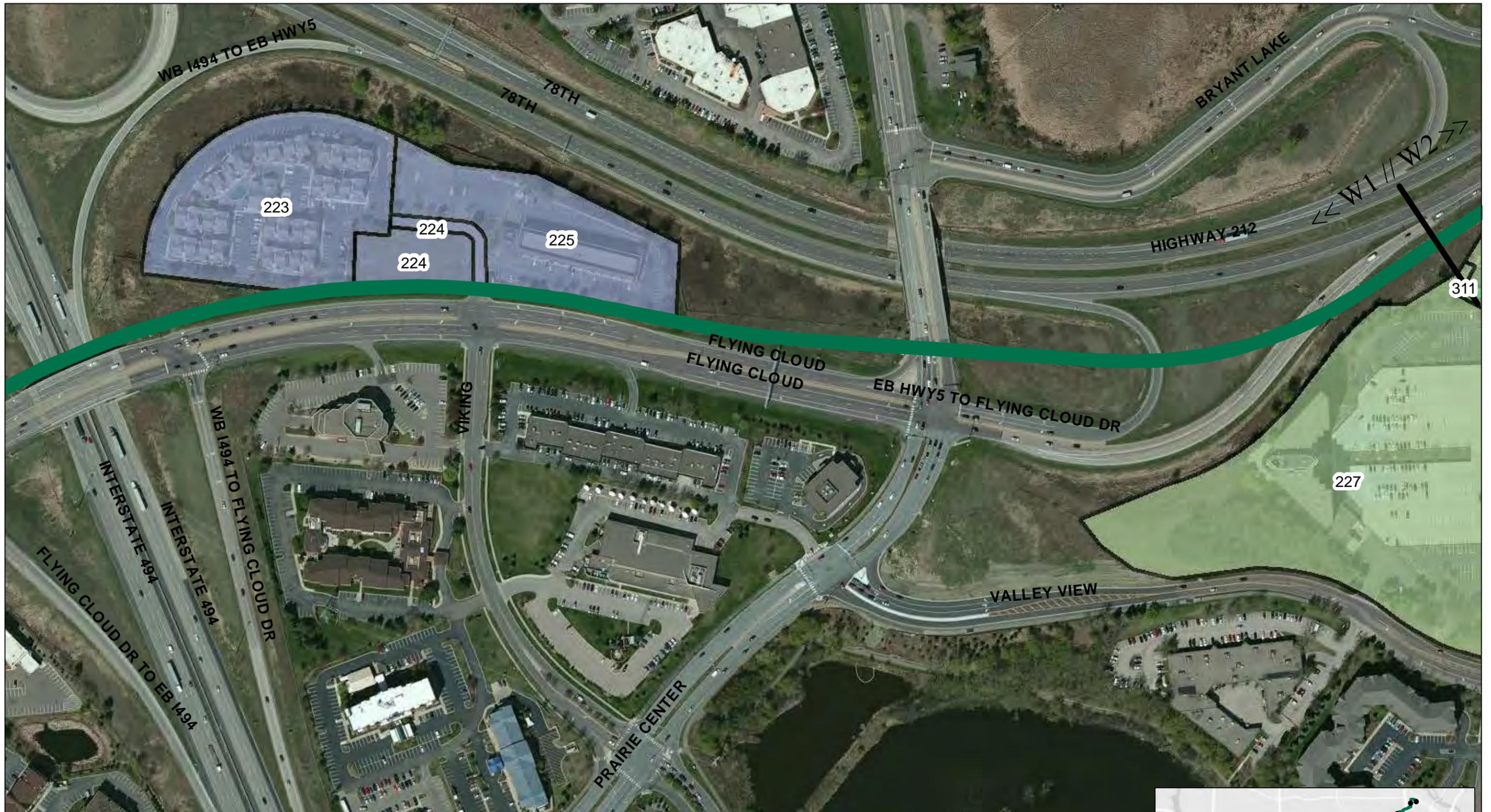
Date: 3/24/2016

Page 2 of 26



- A - Total
- B - Total - No Relocation
- C - Partial - Relocation Involved
- D - Partial
- F - Temporary Easement
- I - LRCI Only

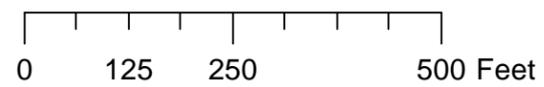




Draft SWLRT Parcel Impact

Date: 3/24/2016

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- A - Total
- B - Total - No Relocation
- C - Partial - Relocation Involved
- D - Partial
- F - Temporary Easement
- I - LRCI Only



December 20, 2016

Ms. Claire Bleser
Riley-Purgatory-Bluff Creek Watershed
14500 Martin Drive Suite 1500
Eden Prairie, MN 55344

via email

Subject: Blossom Hill – Request for Reduction of Financial Assurance
Ref: 0004473.00

Dear Ms. Bleser:

The site grading, public sewer, watermain and streets of Blossom Hill were substantially completed in the summer and early fall of 2015. The entirety of the site was seeded and erosion control measures were installed. Weather conditions in 2016 allowed for vigorous growth of site vegetation to the extent of needing to be mowed several times in 2016. The portions of silt fence that were no longer necessary because of well-established vegetation were removed.

Based on the above, Westwood Professional Services, Inc. requests, on behalf of the Developer of the Blossom Hill project that the Riley-Purgatory-Bluff Creek Watershed District return the portion of the financial assurance dedicated for silt fence, silt curtain, inlet protection and site restoration.

The infiltration bench was excavated in 2015. Due to site conditions, the incorporation of the compost materials was delayed until early 2016. Since the excavation was into native sand material, the infiltration bench was providing the desired infiltration function upon excavation in 2015.

The City of Eden Prairie operates the lift station that controls the water level of the pond and associated infiltration bench. Due to numerous issues with the City's system, the infiltration bench was wet for much of 2016. It should be noted that any deficiencies in the City's system results in *less* water leaving the property and impacting the downstream resources. The wet conditions prohibited successful vegetation growth on the bench in 2016 and also prevented the removal of some sand that had deposited on the bench from an adjacent slope.

The adjacent slope (the source of the sand) was regraded and re-stored with staked, shingled sod in the fall of 2016. Weather conditions since the sod was installed have allowed good growth of the sod.

A detailed survey of the elevations of the infiltration bench was completed as requested by the District. The results showed an average elevation approximately 0.07 feet below the plan elevation. It was determined that by spreading the sandy deposit material into the portions that were a bit low, we would be able to achieve all portions of the bench to within plan specifications. The material would be re-incorporated into the compost layer by hand or mechanical efforts. In late 2016 the sand deposit material was hand re-spread, but due to the frozen nature of the top layer, additional respread and re-incorporation work remains to be completed in 2017.

Unfortunately due to the site conditions we have not yet been able to demonstrate the full functionality of the infiltration bench as required by the permit. Concerns have been raised by the District that the ground water level may be preventing full functionality as designed. Prior to the construction of the bench, a groundwater monitoring well was installed to verify that the ground water was well below the proposed bench elevation. In addition a shallow (2 feet) observation hole was dug in the infiltration bench area in late 2016. No water was observed in the sand below the compost layer, even though the pond water level was less than 6 inches below the bench elevation.

Based on the above, we believe that the infiltration bench work is mostly complete and request the financial assurance be reduced by 50% to reflect said work, but still provide adequate assurance that the final detail work will be completed. Said financial assurance will be adequate to cover the cost of silt fence and restoration work incidental to any infiltration bench work that remains.

The table on the next page provides the breakdown of the requested reduction to **\$12,168.50**. Please contact me at (952) 937-5150 if you have any questions.

Sincerely,

WESTWOOD PROFESSIONAL SERVICES, INC.



John Bender, P.E.
Project Manager

cc: Dan Blake, Pemtom
Dave Modrow, City of Eden Prairie

RPBCWD Financial Assurance

Item	Assurance Calculation	Financial Assurance	Reduction Calculation	Requested Reduction	Remaining Assurance
Silt Fence and Curtain	2,425 lf * \$2.50/lf	\$6,100.00	(2,425 lf * \$2.50/lf)	(\$6,100.00)	\$0.00
Inlet Protection	5 ea * \$100/ea	\$500.00	(5 ea * \$100/ea)	(\$500.00)	\$0.00
Restoration	2.8 ac * \$2,500/ac	\$7,000.00	(2.8 ac * \$2,500/ac)	(\$7,000.00)	\$0.00
Rule J: Infiltration	2,815 sf * \$6/sf	\$16,900.00	(2,815 sf * \$3/sf)	(\$8,450.00)	\$8,450.00
Contingency	10%	\$3,100.00	10%	(\$2,205.00)	\$895.00
Administration	30%	\$10,100.00	30%	(\$7,276.50)	\$2,823.50
Totals:		\$43,700.00		(\$31,531.50)	\$12,168.50

City of Eden Prairie Security

Work Remaining	\$8,450.00
Security Required, 125% of Work Remaining	\$10,562.50
Security Proposed	\$12,168.50

TASK ORDER No. 21a- Bluff Creek Stabilization Feasibility
Pursuant to Agreement for Engineering Services
Riley Purgatory Bluff Creek Watershed District and BARR Engineering Company.
December 28, 2016

This Task Order is issued pursuant to Section 1 of the above-cited engineering services agreement between the Riley Purgatory Bluff Creek Watershed District (District) and BARR Engineering Company (Engineer) and incorporated as a part thereof.

1. Description of Services:

Barr will work with District staff and the city of Chanhasen to determine the feasibility of a stabilization project within the Bluff Creek watershed. The Bluff Creek TMDL and the Creek Restoration Action Strategy (CRAS) will be used to determine the reaches for which it will be most feasible to complete a stabilization project by the end of 2017. Completion of construction in 2017 will ensure the ability to leverage grant money from the Board of Soil and Water Resources (BWSR), who has stated a strong preference for applying the grant money to a stabilization project within the Bluff Creek watershed. The project will identify up to three (3) reaches that will satisfy the conditions in the grant. Concept designs and conceptual level opinions of probable cost will be developed for each reach. The results will be summarized in a memorandum to be provided to the Board of Managers at the February 2017 meeting.

Barr's activity is anticipated to be divided into three phases:

Phase 1: Feasibility Study (This Task Order 21a)

Phase 2: Final Design and Permitting (Task Order anticipated in February 2017);

Phase 3: Construction Administration Services (Task Order anticipated in February 2017).

2. Scope of Services:

Engineer's services under this task order shall include:

PHASE 1. FEASIBILITY AND CONCEPT DESIGN

Feasibility and concept design includes multiple tasks in order to ensure the project is feasible to meet the anticipated fast timeline to complete construction, including close coordination between key stakeholders (RPBCWD, city of Chanhasen) to properly assess the feasibility of a project within a given reach. These tasks are described below.

Task 1-1. Kick-off Meeting and Regular Project Meetings

A kick-off meeting will be held with District, Barr, and City staff to discuss the project. Key criteria for the project (scope and budget) will be reviewed and used to develop an initial list of reaches that may be feasible for a 2017 project. The meeting will also provide an opportunity to define roles and responsibilities to be filled by District, City, and Barr Staff.

District and City Staff will also be invited to participate in weekly project meetings. This participation will provide a means to effectively utilize resources from District, City, and Barr Staff to stay on an expedited schedule.

Task 1-2. Data Review and Site Visits

Prior to the kick-off meeting, it will be expected that District, City, and Barr staff will review the Bluff Creek TMDL and the CRAS to be familiar with reaches where a need for stabilization projects has been previously identified. These reports will then continue to be reviewed during the evaluation of the project feasibility. It is also assumed that District, City, and Barr staff will share photos and data from previous studies to assist with the review of background information.

Shortly after the kick-off meeting, Barr staff will coordinate with District staff to complete site visits to improve knowledge of the site characteristics and gain additional context for photos available from the previously identified studies. District and City Staff will be invited to attend the site visits to have on-site discussions about the feasibility of a given reach.

Task 1-3. Concept Development

Barr staff will develop Preliminary Concept Design schematic drawings for up to three (3) reaches based on the site visits and a review of photos from previous studies. The drawings will be GIS based and primarily present a conceptual design to address the issues present and meet overall goals. A concept level opinion of probable cost will also be developed for each reach, along with internal QA/QC. The concept development will also include a review of available hydrologic and hydraulic modeling for Bluff Creek previously completed for the District to understand anticipated flows and velocities for the reaches.

Barr will estimate the water quality benefits associated with stabilizing a given reach by estimating the amount of erosion that could be prevented. This will help estimate a cost per unit of pollution (TSS and TP) prevented from entering the stream system.

Prior to the start of this task and during a weekly project meeting, Barr staff will discuss stabilization approaches with District and City staff and work towards a consensus for a concept design approach for each reach that will address site-specific characteristics while meeting District and City goals for stream stabilization.

Task 1-4. Preliminary Design Memorandum

Barr will complete a concept design memorandum to document the information gathered and the various components and assumptions that influence the concept design. The memorandum will provide the Managers with information needed to evaluate the merits of the potential projects. It will also include a recommendation to allow the Board to make a decision to proceed to final design or not. Key components will likely include project purpose and objectives, documentation from tasks listed above, design criteria, and assumptions made to complete the design.

Task 1-5. Presentation to RPBCWD Board of Managers

Barr staff will present the preliminary design to the District Board of Managers at their regularly scheduled meeting.

Task 1-6. Project Management

Project Management will be required in all phases as careful project management will help to ensure the work meets the expectations of District staff and other stakeholders, and that it is

completed in a satisfactory manner, within the project timeline and within the agreed-upon budget.

Assumptions

We have made several assumptions in preparing the scope of work for each work item in this agreement. Assumptions relating to individual work tasks are listed along with the detailed description. However, additional assumptions that do not correspond with a single work task are listed below:

- No soil borings or hand augers will be conducted in this phase.
- An assessment of the vegetation adjacent to the project area will not be completed in this phase.
- A Phase I Cultural and Historical Assessment will not be completed in this phase.
- A Phase I Environmental Assessment will not be completed in this phase.
- The project site is free from contamination.
- A topographic survey will not be completed in this phase.
- Feasibility and concept design will include one meeting with District staff to discuss the plans and cost estimate.
- One presentation for the District Board prior to approving the project for final design
- The proposed budget includes costs for mileage reimbursement for site visits and site observation.
- The District will provide all available and applicable GIS and CAD files to Barr in an electronic format.

3. Deliverables:

The following deliverables will be prepared and provided to the RPBCWD:

Phase 1: Preliminary Feasibility Design

- Regular email updates about project progress
- Concept drawings with estimates of TSS and TP load reductions
- Concept Opinions of Probable Cost
- Preliminary design memorandum for District review
- Communications with District staff if unforeseen issues arise with any aspect of the project, including the technical scope of work, project budget, stakeholder involvement, or project schedule.

4. Budget:

Services under this Task Order will be compensated for in accordance with the engineering services agreement and will not exceed \$19,800, without written authorization by the Administrator or Board of Managers. The following table provides a breakdown of the anticipated cost for major tasks associated with scope of services describe above.

Task	Task Description	Anticipated Budget	Anticipated Completion Date
Phase 1: Preliminary Feasibility Design			
1-1	Kick-off Meeting and Project Meetings	\$2,500	ongoing
1-2	Data Review and Initial Site Visit	\$3,200	January 11
1-3	Concept Design Development	\$8,000	January 18
1-4	Preliminary Feasibility Design Memorandum	\$3,500	January 25
1-5	Presentation to RPBCWD Board	\$1,600	February 1
1-6	Project Management	\$1,000	ongoing
Task Order 21a Total		\$19,800	

5. Schedule and Assumptions Upon Which Schedule is Based

The proposed schedule (above) is based on the assumptions that this phase should be completed as quickly as possible in order to provide enough time to complete final design in the spring of 2017 and substantial completion of a construction occurring during the fall or early winter of 2017. The schedule outlined above assumes project initiation will occur in January 2017.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver Phase 1 of this Agreement.

CONSULTANT

**RILEY PURGATORY BLUFF CREEK
WATERSHED DISTRICT**

By _____

By _____

Its Vice President

Its _____

Date:

Date:

APPROVED AS TO FORM & EXECUTION

SOUTHWEST TECH BUSINESS CENTER

LEASE AGREEMENT

between

**CSM INVESTORS, INC.,
A MINNESOTA CORPORATION**

as Landlord

and

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

as Tenant

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A – Site Plan	Section 2
B – Addendum to Lease	Section 4
C – Signage Criteria	Section 11.C
D – Landlord’s Work	Section 12.D

LEASE AGREEMENT

This **LEASE AGREEMENT** ("**Lease**") is made and entered into this ___ day of _____, 201__ ("**Effective Date**") by and between **CSM INVESTORS, INC.**, a Minnesota corporation ("**Landlord**") and **RILEY PURGATOR BLUFF CREEK WATERSHED DISTRICT**, a watershed district duly established pursuant to Minnesota Statutes Chapter 103D ("**Tenant**").

SECTION 1. FUNDAMENTAL LEASE TERMS. Subject to the covenants, terms and conditions of this Lease as more particularly set forth herein, the fundamental terms of this Lease are as follows:

- 1.A. **Premises (Section 2):** Approximately 6,373 total rentable square feet of rentable area (comprised of approximately 1,306 rentable square feet warehouse space and approximately 5,067 rentable square feet of office space) within the Building (defined herein) located within the Project (defined herein) commonly known as the and comprised of approximately 46,672 total square feet of rentable area. The rentable area of the Premises, Building and Project shall be subject to adjustment pursuant to the terms of this Lease.
- 1.B. **Initial Lease Term; Option Term; Early Occupancy (Section 4):** One hundred twenty two (122) full calendar months, commencing on March 1, 2017 and expiring on April 30, 2027. Tenant shall have the option to extend the Lease Term for one (1) additional sixty (60) month period pursuant to **Section 4.B.** herein. Tenant shall have early occupancy of the Premises pursuant to **Section 4.** The Lease Term shall be subject to adjustment pursuant to the terms of this Lease.
- 1.C. **Base Rent (Section 5):**

<u>Months</u>	<u>Monthly Base Rent</u>
03/01/17 – 04/30/17	\$0.00*
05/01/17 – 02/28/18	\$4,769.13
03/01/18 – 02/28/19	\$4,864.72
03/01/19 – 02/29/20	\$4,960.32
03/01/20 – 02/28/21	\$5,061.22
03/01/21 – 02/28/22	\$5,162.13
03/01/22 – 02/28/23	\$5,263.04
03/01/23 – 02/29/24	\$5,369.25
03/01/24 – 02/28/25	\$5,475.47
03/01/25 – 02/28/26	\$5,587.00
03/01/26 – 02/28/27	\$5,698.52
03/01/27 – 04/30/27	\$5,810.05

Option Term

<u>Months</u>	<u>Monthly Base Rent</u>
05/01/27 – 04/30/32	Market Rate

*Tenant acknowledges that it has received a Base Rent concession in the amount of \$9,538.26, during this period. Notwithstanding the fact that Base Rent is \$0 during this period, Tenant shall remain responsible for its Proportionate Share of Operating Expenses and all utility charges and other charges for which it is responsible pursuant to the Lease. Base Rent shall be subject to adjustment pursuant to the terms of this Lease.

- 1.D. **Proportionate Share (Section 7):** Thirteen and 66/100 percent (13.66%) subject to adjustment pursuant to the terms of this Lease.

- 1.E. **Permitted Use (Section 10):** General office and warehouse and for no other use or purpose.
- 1.F. **Security Deposit (Section 24):** Seven Thousand Two Hundred Forty Four and No/100 Dollars (\$7,244.00).
- 1.G. **Address of Premises:** 18681 Lake Drive East, Chanhassen, MN 55317.
- 1.H. **Addresses for Invoices and Payments:**

If to Landlord:

If to Tenant:

If By Electronic Transfer of Funds:

(to Landlord's bank account designated by written notice to Tenant from time to time, please call Landlord's Cash Management Department at (612) 395-7000 for bank account information)

 Attn: _____
 Phone: _____
 E-Mail: _____

If By Check:

CSM Investors, Inc.
 SDS 12-1243
 P.O. Box 86
 Minneapolis, MN 55486-1243

- 1.I. **Addresses for Legal Notices (Section 19):**

If to Landlord:

If to Tenant:

CSM Investors, Inc.
 c/o CSM Corporation
 500 Washington Ave S., Suite 3000
 Minneapolis, MN 55415-1151
 Attn: V.P. Property Management

 Attn: _____
 E-Mail: _____

(with copy to:)

CSM Corporation
 500 Washington Ave S., Suite 3000
 Minneapolis, MN 55415-1151
 Attn: General Counsel

SECTION 2. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, in "As-Is" condition (except as otherwise set forth herein), the premises ("**Premises**") depicted on the site plan attached hereto as **EXHIBIT A** and located at 18651 – 18691 Lake Drive East, Chanhassen, MN. The Premises contains approximately 6,373 total square feet of rentable area (comprised of approximately 1,306 rentable square feet warehouse space and approximately 5,067 rentable square feet of office space). The Premises is located within the building ("**Building**") depicted on the site plan attached hereto as **EXHIBIT A** containing approximately 46,672 total rentable square feet of area, inclusive of Common Area Building Areas (defined herein). The Building, all other improvements within the area outlined on **EXHIBIT A**, Common Areas (as defined herein), and the real property underlying the same are collectively referred to herein as the "**Project**". For purposes of this Lease, the number of square feet of rentable area in the Premises, Building and Project (including without limitation, the Common Building Areas), has been and will be determined by measuring from the exterior face of exterior

walls, and from the midline or centerpoint of interior or party walls.

SECTION 3. COMMON AREAS. All areas and facilities of the Building and Project that are provided and designated by Landlord from time to time for the general use and convenience of the tenants of the Project are collectively referred to herein as "**Common Areas**". Tenant and its employees, invitees and customers shall have the non-exclusive right to use, without charge, all Common Areas, in common with Landlord and all other tenants and occupants of the Project, and their respective employees, invitees and customers, but subject to any reasonable rules and regulations, and amendments or additions thereto, which may be adopted by Landlord from time to time. The term "Common Areas" shall include, without limitation, (i) all interior common mechanical rooms, utility rooms, restrooms, vestibules, stairways or corridors within the Building not intended to selectively serve one or more tenants (herein, "**Common Building Areas**"), and (ii) all exterior pedestrian walkways, patios, landscaped areas, sidewalks, service drives, plazas, malls, throughways, loading areas and parking areas not exclusively reserved to particular tenants, entrances, exits, driveways, and roads. Landlord reserves the right to make use of or grant easements over, under or across the exterior portions of the Building and to otherwise modify or change the Common Areas of the Project so long as such use does not materially disturb or otherwise materially adversely interfere with Tenant's business operations in the Premises, Building signage or utilization of the Common Areas.

SECTION 4. LEASE TERM.

- 4.A. **Initial Term.** Tenant hereby takes the Premises from Landlord, upon and subject to the covenants, terms and conditions hereinafter set forth, for the term (herein, "**term of this Lease**" or "**Lease Term**") commencing on **March 1, 2017** ("**Commencement Date**") and continuing through and including **April 30, 2027** ("**Expiration Date**"). Notwithstanding anything in this Lease to the contrary, if Landlord for any reason whatsoever (except Tenant's default) cannot deliver possession of the Premises to the Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable for any loss or damage resulting therefrom, however, (i) all Rent shall be abated until Landlord delivers possession of the Premises to Tenant, and (ii) the Commencement Date shall be the actual date Landlord delivers possession of the Premises to Tenant and the Expiration Date shall be the last day of the one hundredth twenty second (122nd) full calendar month thereafter. Upon any such later delivery, Landlord and Tenant shall execute an Addendum to Lease attached hereto as **EXHIBIT B** confirming the Commencement Date and Expiration Date.
- 4.B. **Option Term.** Tenant shall have the option ("**Option**") to extend the term of this Lease for one (1) additional sixty (60) month term (the "**Option Term**") in its "as-is" condition, under the same terms and conditions contained herein, provided, however, that the Base Rent shall be adjusted to equal the then current market rate for similar space in the Chanhassen area ("**Market Area**") determined in accordance with **Section 4.C.** below; provided, however, that in no case shall the market rate be less than the Base Rent rate then in effect at the time of expiration of the initial term of the Lease. Tenant may exercise the Option by delivering written notice to Landlord ("**Renewal Notice**"), stating its irrevocable intent to exercise the Option, not less than two hundred seventy (270) days prior to the expiration of the initial Lease Term. In the event that Tenant fails to deliver timely notice of its intent to exercise its Option, Tenant's right to the Option shall be deemed null and void. Conditions of the exercise of such Option shall be that Tenant is not in Default pursuant to **Section 18** of this Lease and has not had more than two (2) Defaults in the preceding two (2) years and that this Lease is in full force and effect.
- 4.C. **Market Rate Determination.** If the market rate must be determined in accordance with the provisions of **Section 4.B.** above, the parties hereto agree as follows:

- (1) Within fifteen (15) days following receipt of Tenant's Renewal Notice for the Option Term, Landlord will submit to Tenant Landlord's proposed market rate determination ("**Landlord's Proposed Market Rate**").
- (2) If Tenant does not notify Landlord within ten (10) days after receipt of Landlord's Proposed Market Rate that Tenant disagrees with Landlord's Proposed Market Rate, then Landlord's Proposed Market Rate shall be deemed approved and accepted by Tenant. If Tenant timely notifies Landlord of Tenant's disagreement with Landlord's Proposed Market Rate, then the parties agree to negotiate in good faith for a period of thirty (30) days following Landlord's receipt of Tenant's notice of disagreement (the "**Negotiation Period**") in an attempt to reach agreement on the market rate. In connection therewith, each party shall submit to the other party such evidence as it then has to substantiate its proposed market rate. If the market rate is not mutually agreed upon by the parties within the Negotiation Period, the Renewal Notice shall remain in full force and effect and the market rate shall be determined by arbitration in accordance with the remaining provisions of this **Section 4.C**.
- (3) If the market rate is not mutually agreed upon within the Negotiation Period, then within seven (7) days after the expiration of the Negotiation Period, the parties shall choose a neutral individual having at least ten (10) years recognized brokerage experience with first-hand knowledge in the determination of commercial rental rates in the Market Area ("**Expert**"), and the Expert shall determine the market rate within twenty (20) business days after expiration of the Negotiation Period. If the parties cannot mutually agree on an Expert within seven (7) days after expiration of the Negotiation Period, each party shall notify the other as to the name, address, and telephone number of an arbitrator (having similar experience and qualifications required of the Expert) it has selected to serve on the board of arbitration ("**Board**"). The two (2) arbitrators will appoint a third arbitrator having such experience and qualifications as promptly as reasonably possible and the three (3) arbitrators will constitute the Board. All three (3) arbitrators must also be persons totally disinterested in any economic way in the ultimate resolution of the market rate.
- (4) After the Board is appointed, it will proceed as expeditiously as reasonably possible to resolve the dispute in accordance with the commercial rules of arbitration of the American Arbitration Association and to notify the parties of its decision as to the market rate within twenty (20) business days of the appointment of the last member of the Board. Both Landlord and Tenant may each state in writing what it proposes the market rate should be including whatever support for such contention it wishes to have considered by the Board. The Board shall arrange for such simultaneous exchange of such written information to both Landlord and Tenant and shall accept additional evidence, rebuttals or other matters the parties may wish to present until five days prior to the date on which the Board shall render its decision. The Board shall not be limited to choosing between one (1) of the two (2) market rates proposed by the parties but may substitute its opinion as to market rate, provided, however, that the determination of the Board shall be made as follows:
 - (a) Each member of the Board will independently determine the market rate and simultaneously disclose to each other his or her separate determination.
 - (b) If the high market rate is less than ten percent (10%) higher than the middle market rate and the low market rate is less than ten percent (10%) lower than the middle market rate, then the average market rate of the three Board members shall be the market rate.

- (c) If either the high market rate or the low market rate deviates from the middle market rate by more than ten percent (10%), then the average of the two market rate determinations closest by dollar amount shall be the market rate.

Upon the determination of the market rate pursuant to the foregoing terms, such determination shall be final and binding upon the parties. If for any reason the determination of the market rate has not been made as of the commencement of the Option Term, then Tenant shall nevertheless pay Base Rent at Landlord's Proposed Market Rate pending determination of the market rate pursuant to the mechanism described above. Any rent paid by Tenant at a rate other than the market rate determined pursuant to the foregoing terms shall be adjusted retroactively. Any and all fees and expenses charged by the Expert shall be divided equally between Landlord and Tenant, or alternatively, Landlord and Tenant shall each pay any and all fees and expenses incurred in connection with such party's own Board member and the fees and expenses of the third Board member shall be divided equally between Landlord and Tenant.

Notwithstanding anything to contrary contained herein, from and after the Effective Date, this Lease shall be in full force and effect, and Landlord and Tenant shall keep, perform and observe all the terms, covenants, conditions, agreements, indemnities and other promises to be kept, performed and observed by Landlord or Tenant, respectively, with respect to the Premises (other than payment by Tenant of Rent) prior to the Commencement Date.

Landlord agrees to provide Tenant with early occupancy of the Premises as of the Effective Date under the same terms and conditions contained herein, including the obligation to pay utilities as provided in **Section 8** and procure and provide a certificate of insurance as required in **Section 11** hereof, except that payment of Base Rent and Operating Expenses shall be abated until the Commencement Date; provided, however, Tenant's right of early occupancy shall be subject and subordinate to Landlord's right to complete its construction obligations and Tenant agrees to fully cooperate with Landlord to permit efficient completion of such construction activities.

SECTION 5. RENT. Tenant agrees to pay Landlord monthly in advance, without demand, offset, abatement or deduction, except as otherwise permitted in this Lease, as base rent during the term of this Lease ("**Base Rent**"), the sum of money set forth in **Section 1.C.** of this Lease, which has been computed based upon the total rentable area of the Premises. If the amount of rentable area in the Premises changes from time to time, then Base Rent shall be equitably adjusted by Landlord based on the then current rentable area of the Premises as determined by Landlord pursuant to **Section 2** of this Lease. The initial monthly installment of Base Rent shall be due and payable on or before the Commencement Date and all succeeding installments of Base Rent shall be due and payable on or before the first day of each succeeding calendar month during the term of this Lease, without the benefit of any additional grace period; provided, however, that if the Commencement Date is other than the first day of a calendar month, then the monthly Rent for such partial month shall be prorated based on the number of days in such partial month and paid in advance. Tenant shall also pay to Landlord, as additional rent, all other sums due under this Lease ("**Additional Rent**") and the word "**Rent**", as used in this Lease, shall mean the Base Rent and the Additional Rent payable hereunder. All Rent shall be payable to Landlord by electronic transfer of funds at the bank account designated by Landlord by written notice to Tenant from time to time. Notwithstanding the foregoing, if Tenant has a legitimate business reason for not paying by electronic transfer of funds, then upon prior written notice to Landlord, Tenant may pay Rent by check to the address set forth in **Section 1.H.** above, or at such other address as may from time to time be designated by Landlord. If any Rent or other sum due from Tenant is not received by Landlord on or before the fifth (5th) day of the month for which the Rent or such sum is due, then a late payment charge of \$125.00 per occurrence shall become due and payable to Landlord, all in addition to such amounts including accrued interest pursuant to **Section 28.I.** owed under this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided. Any sums paid to Landlord by

Tenant pursuant to this Lease shall be applied to Tenant's account in the following order: first to the payment of costs of collection, including without limitation attorneys' fees and court costs; then to the payment of late charges and accrued interest due on past due amounts; then to the payment of Rent. Acceptance of partial rent payment when Tenant is in Default pursuant to the terms of the Lease shall not be considered or deemed a waiver of the Landlord's right to pursue remedies for Tenant's Default as provided in **Section 18** nor shall it operate to prevent Landlord from seeking an eviction action or take any other legal action including terminating the Lease for Tenant's Default. All returned checks will be subject to a non-sufficient funds charge of thirty and No/100 Dollars (\$30.00) (or such amount then charged by Landlord's banking institution) in addition to accrued interest charges and applicable late fees. Additionally, following Tenant having a check returned, Landlord reserves the right to require all future Rent payments to be made by certified funds. Periodic Rent invoices that may be provided to Tenant by Landlord are provided at the discretion and will of Landlord and as a courtesy only and in no event shall the date of delivery or receipt of an invoice, or the failure to deliver an invoice, extend the time for payment of Rent or the date Rent is due and payable. If Tenant is not paying Rent by electronic transfer of funds, Landlord may require Tenant to pay by electronic transfer of funds or certified check following the occurrence of the second late payment during any one (1) calendar year or three (3) or more times during the Lease Term.

SECTION 6. SURRENDER OF POSSESSION AND HOLDING OVER. In the event that Tenant fails to surrender possession of the Premises upon the expiration or earlier termination of this Lease, then Tenant shall be obligated to (i) vacate and deliver the Premises to Landlord immediately upon receipt of written notice to vacate from Landlord, (ii) pay Landlord as Base Rent for such holdover period, an amount equal to one and one-half (1.5) times the rate of Base Rent in effect on the date of expiration or termination of this Lease, together with all Additional Rent as provided in this Lease, and (iii) indemnify, hold harmless and defend Landlord against all claims for liability, costs or damages by any other party to whom Landlord may have leased all or part of the Premises. If Tenant holds over with the prior written consent of Landlord, then Tenant's occupancy for the holdover period shall be deemed a month to month occupancy terminable by either party upon thirty (30) days written notice to the other party, and all of the terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord monthly, in advance, as Base Rent for the holdover period, an amount equal to the rate of Base Rent in effect on the date of expiration or termination of this Lease, together with all Additional Rent as provided in this Lease; provided, however, that Landlord shall have the right, from time to time, to adjust the Base Rent payable by Tenant during the holdover period by providing Tenant with at least thirty (30) days prior written notice of such adjustment. No holding over by Tenant, without the prior written consent of Landlord shall operate to extend the term of this Lease. Nothing contained herein shall be construed to give Tenant any right to hold over or to impair or limit any of Landlord's rights and remedies set forth in this Lease if Tenant holds over without the prior written consent of Landlord, including without limitation, the right to terminate this Lease at any time during such holdover period, to recover possession of the Premises from Tenant, or to recover costs and damages from Tenant from such holding over.

SECTION 7. OPERATING EXPENSES.

7.A. Operating Expenses. Tenant shall also pay Landlord monthly in advance, without demand, offset, abatement or deduction, as Additional Rent during the Lease Term, Tenant's Proportionate Share of all costs which Landlord may incur in owning, maintaining, operating, and repairing (including replacements when repairs are not economically prudent in Landlord's reasonable discretion) the Building, Common Areas and all other improvements within the Project. All such costs are referred to herein as "**Operating Expenses**" and are hereby defined to include, without limitation, the following: (a) costs (including without limitation, sales and service taxes) incurred by Landlord in the management of the Project and fulfillment of its obligations under **Section 12.A.** herein; (b) utility charges for Common Areas of the Project and water, sewer and any other utility charges not separately metered to a particular tenant in the Building as provided in **Section 8** herein; (c) exterior window washing; (d) debris, snow and ice removal; (e) parking lot sweeping, patching and sealcoating; (f) maintenance, repair and replacement of landscaping, irrigation systems and retaining walls; (g) management fees; (h) wages and benefits payable to employees of Landlord below the level of corporate property manager employed to perform maintenance, operation, repair or

replacement work for the Project; (i) all services, tools, equipment, and supplies used for maintaining, operating, repairing or replacing the Project; (j) all real property taxes, installments of special assessments and governmental impositions of any kind whatsoever imposed upon Landlord by reason of its ownership, operation or management of the Premises, including without limitation the so called Minnesota "state general tax", and legal fees and administrative fees incurred in connection with actions to reduce the same; (k) dues and assessments by means of covenants, conditions, easements or restrictions of record and/or owners' associations if any, which accrue against the Project during the term of this Lease; (l) all premiums, deductibles, retentions, commissions, service fees and administrative fees for insurance coverages Landlord is required to carry pursuant to **Section 12.B.** herein or by its lender, or that Landlord otherwise deems reasonably necessary to carry, including without limitation, property insurance, commercial general liability insurance, and rent loss insurance; (m) maintenance, repair, monitoring and testing of fire sprinkler systems, storm sewer ponds, wetlands and ground water; (n) the yearly amortization of major non-recurring capital expenditures, costs, repairs, and replacements (including without limitation, improvements Landlord is required to make to the Project pursuant to this Lease, if any, to comply with applicable laws, and installation of any device or equipment which improves the operating efficiency of any system within the Premises or the Project) which shall be amortized over the useful life of the improvement and at an interest rate as reasonably determined by Landlord, and (o) all other expenses which would generally be regarded as operating, repair, replacement and maintenance expenses or Common Area expenses for which Landlord is responsible pursuant to the terms of leases at the Project.

The foregoing notwithstanding, Operating Expenses shall not include (1) costs for any employees above the rank of building manager; (2) leasing commissions and marketing costs related to leasing or releasing of the Project; (3) payments of principal, interest, financing or refinancing costs on debt or amortization payments on any mortgage or underlying ground lease encumbering the Project; (4) Landlord's franchise or income taxes; (5) depreciation; (6) bad debts, rent loss or reserves for bad debts or rent loss; (7) repairing or replacing any damage caused by condemnation; and (8) costs reimbursed to Landlord from insurance proceeds or third parties.

- 7.B. Proportionate Share. Tenant's proportionate share of Operating Expenses ("**Proportionate Share**") shall be equal to a fraction, the numerator of which is the total rentable square footage of the Premises, and the denominator of which is the total rentable square footage of the Project. Landlord shall invoice Tenant for Tenant's estimated annual Proportionate Share of Operating Expenses for each calendar year, which amount may be adjusted reasonably from time-to-time by Landlord based upon anticipated Operating Expenses, and which amount shall be due and payable at the same time Base Rent is due in twelve (12) equal monthly installments. Tenant's Proportionate Share of Operating Expenses for the years in which the Lease Term commences and terminates shall be prorated as equitably determined by Landlord based upon the Commencement Date and date of termination of the Lease Term. Notwithstanding anything contained herein to the contrary, during the year in which this Lease expires, Landlord, prior to the Expiration Date, shall have the option to invoice Tenant for Tenant's Proportionate Share of the Operating Expenses based upon the previous year's Operating Expenses.
- 7.C. Exclusions. Without limiting the foregoing, if any tenant or other occupant of the Project separately maintains any part of the Building, or any part of the Common Areas, or separately pays for the cost of any utilities serving its premises, or separately insures its premises, or is separately required to pay real estate taxes on its premises or any separate tax parcel contained within its premises, then on a line item basis (i) the cost of such Building and common area maintenance, utilities, insurance and taxes shall be excluded from the definition of Operating Expenses, and (ii) the total rentable square feet of area contained within the premises of such tenant or occupant shall be excluded from the denominator of the fraction comprising Tenant's Proportionate Share of the Operating Expenses, as set forth above in the preceding paragraph, for the purpose of computing Tenant's Proportionate Share of those costs of Building and common area maintenance, utilities, insurance and taxes for the Project not separately paid as provided above.

- 7.D. Reconciliation. Within six (6) months following the close of each calendar year, Landlord shall provide Tenant an accounting showing in reasonable detail the computations of Operating Expenses due pursuant to this Section, provided, however, that Landlord's failure to timely provide any such accounting within the applicable six (6) month period shall not relieve Tenant of its obligation to pay any sums due to Landlord relative to any such reconciliation. If the accounting shows that the total of the monthly payments made by Tenant exceeds the amount of Operating Expenses due by Tenant under this Section, the accounting shall be accompanied by evidence of a credit to Tenant's account, except that if the Lease Term has expired, then the amount of the credit shall be paid to Tenant within thirty (30) days of the delivery of such accounting. If the accounting shows that the total of the monthly payments made by Tenant is less than the amount of Operating Expenses due by Tenant under this Section, the accounting shall be accompanied by an invoice for the additional Operating Expenses due from Tenant and Tenant shall pay Landlord the amount set forth in the invoice within thirty (30) days following receipt of same.
- 7.E. Tenant's Right to Inspect Landlord's Books. Within sixty (60) days after receipt of Landlord's annual reconciliation statement for Operating Expenses, Tenant may inspect Landlord's books and records relative to computation of Operating Expenses referenced in said reconciliation statement. If Tenant does not perform such inspection within said sixty (60) day period, Tenant shall be deemed to have waived its right to inspect Landlord's books for the applicable reconciliation statement and charges referenced therein. Tenant may perform only one (1) such inspection in each calendar year during the Lease Term. Any such inspection shall be performed at the offices of Landlord and shall be performed at Tenant's sole cost and expense.

SECTION 8. UTILITIES. Commencing on the earlier of the Commencement Date or the date Landlord allows Tenant to have earlier occupancy at the Premises, Tenant shall also pay when due, without demand, offset or deduction, as Additional Rent during the Lease Term, all charges for utilities furnished to or for the use or benefit of Tenant or the Premises prior to any delinquency. Consumption charges for all utilities for the Premises that have been separately metered by Landlord or the utility provider shall be paid by Tenant directly to the utility provider when due. Consumption charges for any utilities not separately metered to a particular tenant in the Building shall be included within the definition of Operating Expenses and recoverable by Landlord as provided in **Section 7** above; provided, however, that (i) if Tenant and one or more (but less than all) other tenants of the Project share a utility meter, then Tenant shall pay Landlord monthly one-twelfth (1/12) of Tenant's annual estimated pro-rata share of consumption charges for such shared utility service as equitably determined by Landlord, and (ii) to the extent Tenant uses a disproportionate amount of water and sewer service as reasonably determined by Landlord, Landlord shall have the right to submeter Tenant's usage of water and sewer service and collect from Tenant monthly, in advance, one-twelfth (1/12th) of the annual estimated consumption charges for such services, which amounts shall be reconciled annually together with Landlord's reconciliation of Operating Expenses. Except to the extent of Landlord's gross negligence (unless waived pursuant to **Section 15.C.** herein), Landlord shall not be liable for damages or otherwise, and Tenant shall have no right of demand, offset, abatement or deduction, if any utility provider's service to the Premises is interrupted or impaired by weather, fire, accident, riot, strike, act of God, the making of necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord. If any public authorities require a reduction in energy consumption in the use or operation of the Building or Project, Tenant agrees to conform to such requirements.

SECTION 9. ADDITIONAL TAXES. If applicable in the jurisdiction where the Premises are located, Tenant shall pay and be liable for all rental, sales, service and use taxes or other similar taxes arising from Tenant's operation of its business within the Premises, if any, levied or imposed by any city, state, county or other governmental body having authority, and if levied upon Landlord, such payments shall be reimbursed to Landlord by Tenant as Additional Rent.

SECTION 10. PERMITTED USE. The Premises are leased to Tenant solely for the use and purpose set forth in **Section 1.E.** of this Lease ("**Permitted Use**"). Tenant shall not use, occupy, or permit the use or occupancy of the Premises or any portion thereof for any other use or purpose whatsoever, without obtaining

the prior written consent of Landlord which consent shall not be unreasonably withheld. However, notwithstanding the foregoing, Tenant acknowledges that any change in the Permitted Use during the Lease Term will be subject to any Exclusive Use then in existence at the Project at the time a change in the Permitted Use is requested.

SECTION 11. ADDITIONAL OBLIGATIONS OF TENANT.

- 11.A. Occupancy and Use. Tenant shall occupy the Premises, conduct its business and control its officers, directors, shareholders, members, managers, employees, agents, contractors, and invitees (collectively, "**Affiliated Parties**") in such a manner as is lawful, reputable in compliance with all rules and regulations of the Project, if any and all applicable municipal state and federal or other applicable governmental regulations and ordinances and will not create a nuisance. Tenant shall not overload, damage or deface the Premises or do any act which may make void or voidable any insurance on the Premises or the Project, or which may render an increased or extra premium payable for such insurance. Tenant shall not permit any operation within the Premises which emits any noise, odor, vibration, or matter which intrudes into other portions of the Project or otherwise interferes with, annoys or disturbs any other tenant or occupant of the Project in its normal business operations or Landlord in its management of the Project. Tenant and its Affiliated Parties, customers, vendors and suppliers shall not utilize any portion of the loading dock area or the Common Areas for (i) overnight or long term parking, placement, or storage of vehicles, trailers, storage containers, or their equivalents used in whole or in part for storage of inventory, supplies, goods or the like, except with Landlord's prior written consent, or (ii) the storage of pallets, crates, boxes, refuse or rubbish other than that which is placed in rubbish containers or dumpsters provided by or approved by Landlord.
- 11.B. Continuous Operations.
- (1) Open and continuously operate. Tenant shall:
- (i) open for business on or before the Commencement Date, subject to a mutually agreed-upon delay with Landlord;
 - (ii) continuously, actively, and diligently use and occupy the entire Premises (other than such minor portions thereof as are reasonably required for storage and office purposes only in connection with the permitted use of the Premises pursuant to the Lease) solely for the use permitted under the Lease throughout the entire Lease Term and any renewal or extension thereof; and
 - (iii) operate in an up-to-date, first class, dignified and reputable manner with due diligence, in conformity with the highest standards of practice prevailing in such field of business and among merchants engaged in the same or similar business.
- 11.C. Signs. Tenant shall not install, place, erect, or paint any sign, marquee or awning of any type or description in or about the Premises or Project which are visible from the exterior of the Premises, except those signs submitted to and approved by Landlord in writing, which approval shall not be unreasonably withheld, and which signs are in conformance with Landlord's sign criteria attached hereto as **EXHIBIT C** and in conformance with applicable governmental laws, rules, regulations and ordinances. Landlord shall have the right to approve, which approval shall not be unreasonably withheld, the type and size, location and color of all signs which Tenant desires to use or place in or upon the exterior or windows of the Premises or the Building. Landlord may install temporary or permanent signage relating to the Project in the Common Areas that does not materially interfere with Tenant's signage as approved by Landlord hereunder.
- 11.D. Compliance With Laws, Rules and Regulations. Except as otherwise provided in this **Section 11.D.**, from and after the Commencement Date, Tenant shall, at its sole cost and expense, cause the Premises and Tenant's use thereof to comply with all laws, ordinances, orders, rules and regulations

of state, federal, municipal or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Premises. Any repairs, alterations or modifications to the exterior or structural elements of the Building or to the Common Areas of the Project necessary to comply with applicable laws shall be made by Landlord and shall be included within the definition of Operating Expenses and reimbursed to Landlord under **Section 7** of this Lease, provided, however, Tenant shall be solely responsible and shall reimburse Landlord for the entire cost and expense of such work if compliance is necessary due to Tenant's specific use or occupancy of the Premises or due to Tenant's acts or omissions, or as a result of any alterations, modifications or improvements to the Premises or Building constructed by or on behalf of Tenant.

Tenant will also comply with the reasonable rules and regulations of the Project adopted by Landlord. Landlord shall have the right at all times, upon thirty (30) days prior written notice to Tenant, to change and amend the rules and regulations in any reasonable manner as may be deemed advisable for the safety, care, cleanliness, compliance with all applicable governmental laws and regulations and preservation of good order and operation or use of the Project or the Premises. All rules and regulations of the Project, and amendments or modifications thereof, will be sent by Landlord to Tenant in writing and shall thereafter be carried out and observed by Tenant and Tenant's failure to adhere to such rules and regulations may be considered an event of Default pursuant to **Section 18** hereof.

11.E. Tenant's Insurance Obligations. Tenant shall, during the term hereof, keep in full force and effect at its expense the following insurance coverages:

- (1) Property insurance, including plate glass coverage, written on the Insurance Service Office's Special Perils form, or equivalent, covering the full replacement value of (a) Tenant's personal property, goods, inventory, supplies, signs, furniture, and moveable trade fixtures, equipment and machinery (collectively, "**Tenant's Personal Property**"), and (b) Improvements (defined herein) Tenant is required to remove at Lease expiration or termination pursuant to **Section 11.G.** herein;
- (2) Commercial General Liability insurance in an amount of not less than \$2,000,000 per "occurrence" and \$4,000,000 "aggregate" for the Premises, insuring Tenant and its Affiliated Parties against liability for bodily injury, death, personal injury, and including contractual liability coverage. The amount of such liability insurance shall not limit Tenant's liability under this Lease. Such policy or policies shall name Landlord and CSM Corporation (or Landlord's other designated management agent) and upon request, Landlord's designated mortgagee, as additional insureds and shall provide that thirty (30) days' prior written notice must be given to Landlord prior to modification or cancellation of such policy of insurance.

Tenant shall furnish evidence satisfactory to Landlord at the time this Lease is executed, and thereafter from time to time within ten (10) days after written request by Landlord, that such coverages are in full force and effect. Within ten (10) days after written request by Landlord, Tenant shall also provide Landlord with a copy of such policies of insurance and shall provide Landlord with an updated certificate of insurance upon any change or renewal of coverages. All such insurance carried by Tenant shall be issued by companies having an A.M. Best Company rating A- or better.

11.F. Tenant's Maintenance and Repair Obligations. Tenant shall at its sole expense and all times throughout the term of this Lease, including renewals and extensions thereof, keep and maintain the Premises and all of Tenant's signage in a clean, safe, sanitary, and working condition and in compliance with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Within ten (10) days after written request by Tenant, Landlord will assign to Tenant any warranties in Landlord's possession for items which Tenant is responsible for maintaining, repairing and replacing under this Lease. Tenant's obligations hereunder shall include, but not be limited to, the maintenance, repair and replacement, if necessary, of the following items to the extent they exclusively serve the Premises: (i) heating, ventilation and air conditioning system and equipment

("HVAC"), (ii) lighting, wiring, and plumbing fixtures, piping, and equipment, (iii) water heaters, (iv) motors and machinery, (v) all interior fixtures (including without limitation, trade fixtures, walls, partitions, doors, door handles, locks, closures and frames, and windows), including the regular painting thereof, and (vi) all exterior entrances, windows, doors, door handles, locks, closures and frames, docks (including without limitation, lifts, dock levelers, awnings, dock shelters, and staircase supports, treads and railings), including the regular painting thereof and the replacement of all broken glass. When used in this provision, the term "**repair**" shall include replacements or renewals when necessary, and all such repairs made by the Tenant shall be equal in quality and class to the original work. Tenant shall keep the sidewalk in front of the Premises clean and shall remove snow and ice accumulations of less than one inch at all times and remove snow and ice from the sidewalk as it accumulates during normal business hours. Tenant shall enter into a preventative maintenance contract for the quarterly inspection and maintenance of the HVAC system. Maintenance shall be performed by qualified, licensed, and insured contractors. Upon execution of a service contract and thereafter within thirty (30) days of completion of quarterly inspection and/or maintenance, Tenant shall forward a copy of such contract and inspection/maintenance reports to Landlord. Within ten (10) days after written request by Landlord, Tenant shall provide to Landlord written proof substantiating Tenant's performance of any maintenance, repair or replacement required under the terms hereof. If Tenant does not provide Landlord with a copy of the preventative maintenance contract for the HVAC equipment as required above, then Landlord may, at its option, perform (or contract for) the preventative maintenance of the HVAC equipment at Tenant's expense. Tenant agrees that all maintenance costs will continue to be Tenant's responsibility whether or not Landlord performs or chooses not to perform the preventative maintenance to the HVAC equipment. In addition, Landlord may, upon six (6) months prior written notice to Tenant, relieve Tenant of its preventative maintenance obligations for the HVAC equipment (excluding Tenant's repair and replacement obligations) at which time Landlord will take over such obligations, the reasonable cost of which shall be billed back to Tenant. If Tenant fails, refuses or neglects to maintain or repair the Premises as required in this Lease, then subject to the notice and cure period requirements of **Section 18.A.(2)** herein (except in the event of an emergency when no prior notice need be given by Landlord), Landlord may make such repairs, without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, personal property, furniture, trade fixtures, equipment, or other property or to Tenant's business by reason thereof, provided that Landlord shall use reasonable efforts not to disturb or otherwise interfere with Tenant's operations in the Premises, and upon completion thereof, Tenant shall pay to Landlord all costs incurred by Landlord in making such repairs or maintenance, including ten percent (10%) for overhead, within thirty (30) days after Landlord delivers to Tenant an invoice for such costs.

- 11.G. Alterations and Improvements. Subject to Tenant obtaining, at its sole expense, any and all necessary federal, state and municipal governmental licenses, permits or approvals, Tenant shall have the right, at its sole expense, to construct and install all tenant improvements, furniture, trade fixtures, equipment, machinery and other improvements necessary for Tenant to utilize the Premises for its Permitted Use; provided, however, that such work is performed in a workmanlike manner and Tenant uses reasonable efforts not to disturb other tenants' use of their demised premises or the Common Areas during performance of such work. Prior to installing or making any alterations, physical additions or tenant improvements (collectively, "**Improvements**") on or within the Premises, Tenant shall (i) obtain Landlord's written approval of plans and specifications for such improvements, which approval shall not be unreasonably withheld, and (ii) forward to Landlord a copy of all governmental approvals required for the Improvements that Tenant has obtained, together with names and addresses of all contractors and subcontractors who will be working at the Premises. All such work shall be performed by qualified, licensed and insured contractors or subcontractors, and Tenant shall hold harmless, indemnify and defend Landlord from any liens, damages, costs, liability, or claims for personal injury, property damage or death arising from installation of any such improvements. Tenant shall not make or allow to be made any Improvements that (i) are structural in nature, (ii) affect the mechanical, electrical, utility or other service systems for the Building, (iii) are visible from the exterior of the Building, or (iv) that cost in excess of \$5,000.00, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Any

Improvements in or to the Premises made by Tenant shall, at Landlord's option, become the property of Landlord and shall be surrendered to Landlord upon the termination of this Lease; provided, however, upon request by Landlord, Tenant shall remove any designated Improvements upon expiration or earlier termination of the Lease Term, and further provided, that, this clause shall not apply to Tenant's Personal Property, which shall remain the property of Tenant and shall be removed by Tenant prior to the end of the term of this Lease. Tenant shall repair any damage to the Premises arising from installation or removal of such Improvements or Tenant's Personal Property in order to restore the Premises to the condition required by the terms of **Section 11.K** herein. All costs of installation and removal of such Improvements and Tenant's Personal Property and repair to the Premises relating thereto, shall be paid by Tenant and if not paid, shall be deemed Additional Rent recoverable by Landlord under this Lease. This provision and Tenant's obligations hereunder shall survive the expiration or earlier termination of the Lease.

- 11.H. Hazardous Substances. Tenant and its Affiliated Parties shall not manufacture, generate, treat, transport, dispose of, release, discharge, or store on, under or about the Premises or the Project (except as reasonably required in the ordinary course of Tenant's business operations in the Premises or for routine maintenance thereof, to the extent used in compliance with applicable laws), any asbestos, petroleum or petroleum products, explosives, toxic materials, or substances defined as hazardous wastes, hazardous materials, or hazardous substances under any federal, state, or local law or regulation ("**Hazardous Materials**"). Tenant shall indemnify, hold harmless and defend (with counsel reasonably approved by Landlord) Landlord from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorneys fees and expenses and court costs) caused by or arising out of (i) a violation of the foregoing prohibition by Tenant or (ii) the presence of any Hazardous Materials on, under, or about the Premises or the Project during the term of the Lease to the extent caused by or arising out of the actions or omissions of Tenant or its Affiliated Parties. Tenant shall clean up, remove, remediate and repair any soil or ground water contamination and damage caused by the presence or release of any Hazardous Materials in, on, under or about the Premises or the Project during the term of the Lease to the extent caused by or arising, out of the actions or omissions of Tenant or its Affiliated Parties, as required by applicable law and subject to Landlord's prior reasonable approval of the scope of Tenant's work. Tenant shall immediately give Landlord written notice (i) upon learning of the presence or release of any Hazardous Materials on or about the Premises or the Project by Tenant, (ii) upon receiving any notices from governmental agencies pertaining to Hazardous Materials which may affect the Premises or the Project, or (iii) upon receipt of notice of pending or threatened claims against Tenant or the Project due to the presence or release of Hazardous Materials on or about the Premises or the Project. The obligations of both parties hereunder shall survive the expiration or earlier termination of this Lease and the monetary obligations of Tenant shall be deemed Additional Rent payable to and recoverable by Landlord hereunder. At Landlord's option, any penalties, damages or costs of compliance arising from the presence or release of Hazardous Materials not caused by the acts or omissions of Landlord or its employees, agents or contractors or any other tenant of the Project, may be included within the definition of Operating Expenses and recoverable by Landlord pursuant to **Section 7** above, not to exceed \$1,000 per year. Landlord shall indemnify, hold harmless and defend (with counsel reasonably approved by Tenant) Tenant from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorneys fees and expenses and court costs) caused by or arising out of the presence or release of Hazardous Materials on or about the Premises or the Project at any time prior to execution of this Lease, or at any time after execution, to the extent arising from the actions or omissions of Landlord, its Affiliated Parties, or any prior owner of the Premises or the Project.
- 11.I. Mechanic's and Materialmen's Liens. Tenant shall keep the Premises and the Project free from any claims or liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant and Tenant shall immediately notify Landlord of any such claim or lien of which Tenant has knowledge. Tenant will pay and discharge any mechanic's, materialmen's or other lien against the Premises resulting from Tenant's failure to make payment to such lien party, or will post bond, cash escrow or other security reasonably required by Landlord and diligently contest the

lien. If a lien is claimed and Tenant does not cause it to be removed or contested (together with posting of bond, cash escrow or other security reasonably required by Landlord) within thirty (30) days after notice from Landlord to do so, then Landlord may require that Tenant provide to Landlord, at Tenant's sole cost and expense, a bond, letter of credit or cash escrow in an amount equal to one and one-half (1.5) times the amount of the lien, to be held until such time as the lien is removed or invalidated, to insure Landlord against any liability for such lien. If Tenant contests the lien, it will do so at its expense in an expeditious manner. If the lien is reduced to final judgment, Tenant will discharge the judgment.

- 11.J. Financial Statements. Tenant shall, within fifteen (15) days following written request by Landlord, furnish to Landlord, or any present or prospective lender or buyer of the Project, Tenant's prior year and most current year-to-date financial statements (including a balance sheet and an income statement) certified by an officer or general partner of Tenant, which statements shall be in reasonable detail and conform to generally accepted accounting principles. Landlord shall advise the recipient of the financial statements that they shall be kept and maintained in a confidential manner.
- 11.K. Obligations Upon Termination. Upon the termination of this Lease in any manner whatsoever, Tenant shall (i) remove Tenant's Personal Property (and the personal property of any other person claiming under Tenant) and if requested by Landlord, any other improvements or alterations made at any time to the Premises by or at the request of Tenant remove all refuse and leave the Premises in broom clean condition (ii) repair any injury or damage to the Premises arising from installation or removal of such personal property or improvements, (iii) patch, sand and prime any damaged wall areas throughout the Premises and paint the damaged walls in their entirety to match the existing paint color, (iv) remove any damaged wallcoverings from damaged walls in their entirety and either (a) patch, sand and prime any damaged wall areas and paint the damaged walls in their entirety to match the color of the existing wallcovering, or (b) replace the damaged wallcoverings with matching wallcoverings, and (v) quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are now in or hereafter may be put in by Landlord or Tenant, ordinary wear and tear and repairs or restoration which are Landlord's obligation excepted. If Tenant does not return possession of the Premises to Landlord in the condition required by this Lease, then (i) any improvements Tenant is required to remove upon the termination of this Lease or any of Tenant's Personal Property that are not removed on or before the date of termination of this Lease, however terminated, shall be deemed abandoned and Landlord may remove and dispose of the same as it deems prudent and any cost in regard thereto shall be deemed Additional Rent recoverable by Landlord under this Lease, (ii) Landlord may repair and restore the Premises to the condition required above and recover the costs of doing so from Tenant, and (iii) Tenant shall be liable to Landlord for the fair market value of lost rentals accruing during the period of time necessary for Landlord to remove Tenant's improvements and Tenant's Personal Property and to repair and restore the Premises to the condition noted above. The provisions and Tenant's obligations hereunder shall survive the expiration or earlier termination of this Lease.

SECTION 12. OBLIGATIONS OF LANDLORD.

- 12.A. Landlord's Maintenance and Repair Obligations. Landlord shall not be required to make any improvements, replacements or repairs of any kind or character to the Premises or the Project during the term of this Lease except as are specifically set forth in this Section or elsewhere in this Lease. Landlord shall maintain, repair and replace only the roof (including flashing and drainage systems), fire sprinkler system, utility lines up to connection points with the Building, foundation, parking areas, Common Areas (including without limitation site lighting, project identification signs, landscaping and irrigation), and the exterior and structural portions of the Building and other improvements within the Project (including exterior painting and tuckpointing), provided, that Landlord's cost of maintaining, repairing and replacing the items set forth in this Section shall be included within the definition of Operating Expenses and payable to Landlord provided in **Section 7**

of this Lease. Landlord shall use reasonable efforts not to disturb or otherwise interfere with Tenant's operations in the Premises when performing any maintenance or repair at the Premises.

- 12.B. Landlord's Insurance Obligations. During the term of this Lease, Landlord shall carry hazard and property insurance coverage on the Building in an amount equal to the full replacement cost thereof. Landlord shall not be obligated in any way or manner to insure any of Tenant's Personal Property upon or within the Premises or any Improvements which Tenant is required to remove pursuant to **Section 11.G** hereof. Landlord shall also carry Commercial General Liability insurance in an amount of at least \$1,000,000 per "occurrence" and \$2,000,000 "aggregate" per this location. Landlord may also carry such other insurance coverage, including without limitation, rent loss insurance, of the type and in amounts as Landlord deems prudent. Notwithstanding the foregoing, any insurance carried or required to be carried by Landlord relative to the Premises may be maintained under a blanket policy or policies of insurance covering the Premises and other properties owned by Landlord and its affiliates, and all premiums, commissions, service fees, deductibles and administrative fees paid or incurred by Landlord or its management agent (CSM Corporation) for such insurance, to the extent properly allocable to the Premises, and the cost of claims not covered under such insurance due to retention provisions, shall be included within the definition of Operating Expenses under **Section 7** of this Lease. Tenant shall have no right in or claim to the proceeds of any policy of insurance maintained by Landlord under this Lease even if the cost of such insurance is borne by Tenant pursuant to **Section 7** of this Lease. If an increase in any insurance premiums paid by Landlord relative to the Project is caused by Tenant's use of the Premises, then Tenant shall pay the amount of such increase as Additional Rent to Landlord.
- 12.C. Landlord's Warranty of Possession. Landlord warrants that it has the right and authority to execute this Lease, and Tenant, upon payment of the required Rent and subject to the terms, conditions, covenants and agreements contained in this Lease, shall have exclusive, undisturbed, uninterrupted and quiet enjoyment and possession of the Premises during the full term of this Lease as well as any extension or renewal thereof. Landlord shall not be responsible for the acts or omissions of any other lessee or third party that may interfere with Tenant's use of the Premises, except as provided herein.
- 12.D. Landlord's Work. Landlord, at its sole cost and expense, will complete the construction of the interior improvements to the Premises described in the floor plan and specifications attached hereto as **EXHIBIT D ("Landlord's Work")**. Any changes or modifications to Landlord's Work shall be made and accepted by written change orders or agreement signed by Landlord and Tenant and shall constitute an amendment to this Lease. Tenant shall reimburse Landlord, within fifteen (15) days after written request, for the cost of any change orders that increase the total cost of Landlord's Work. Within thirty (30) days after the Commencement Date, Tenant shall prepare and deliver to Landlord a detailed written list setting forth any deviations or deficiencies in Landlord's Work discovered by Tenant (herein, "**Punchlist Items**"). Landlord shall correct or cure such Punchlist Items within thirty (30) days after receipt of written notice of such Punchlist Items; provided, however, that if the nature of the Punchlist Items is such that it cannot be corrected or cured within thirty (30) days, then Landlord shall have an additional reasonable amount of time within which to correct or cure the pertinent Punchlist Item(s). Tenant's failure to deliver written notice to Landlord specifying the Punchlist Items within the thirty (30) day period following the Commencement Date shall be construed as Tenant's acceptance of (i) the condition of the Premises and Building, and (ii) the performance of Landlord's obligations under this Lease regarding completion of Landlord's Work; provided, however, that this provision shall not apply to latent defects discovered by Tenant after said thirty (30) day period.

For purposes of this Lease, the term "**Substantially Complete**" shall mean that all work included within the scope of Landlord's Work shall be completed by Landlord, except for Punchlist Items (defined in **Section 12.D.** herein).

SECTION 13. ASSIGNMENT AND SUBLETTING. Tenant shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any person, other than the employees of Tenant, to occupy or use the Premises or any portion thereof, without the prior written consent of Landlord not to be unreasonably withheld. Any assignment or transfer of this Lease by transfer of a majority interest of stock, asset sale, merger, consolidation, liquidation or dissolution, or any changes in the ownership of, or power to vote in excess of fifty percent (50%) of its outstanding stock, shall constitute an assignment for purposes of this Section.

If Tenant desires to assign or sublet all or any part of the Premises, Tenant shall notify Landlord at least thirty (30) days in advance of the date on which Tenant desires to make such assignment or sublease. Tenant shall provide Landlord with a copy of the proposed assignment or sublease and such information or written consents as Landlord might request concerning the proposed sublessee or assignee to allow Landlord to make informed judgments as to the type of use, financial condition, gross sales, business experience, reputation, operations and general desirability of the proposed sublessee or assignee in context of the then-existing tenants at the Project or to obtain credit information from a credit reporting service. Within fifteen (15) days after Landlord's receipt of Tenant's proposed assignment or sublease and all required information concerning the proposed sublessee or assignee, Landlord shall have either of the following options: (i) consent to the proposed assignment or sublease subject to the proposed subtenant or assignee entering into a Consent to Sublease Agreement or Lease Assignment and Assumption Agreement as required by Landlord, and, if the rent due and payable by any assignee or sublessee under any such permitted assignment or sublease (or a combination of the rent payable under such assignment or sublease plus any bonus or any other consideration or any payment incident thereto) exceeds the Base Rent payable under this Lease for such space, Tenant shall pay to Landlord one-half (1/2) of all such excess rent and other excess consideration within ten (10) days following receipt thereof by Tenant; (ii) refuse, in Landlord's reasonable discretion and judgment, to consent to the proposed assignment or sublease, which refusal shall be deemed to have been exercised unless Landlord gives Tenant written notice providing otherwise; (iii) elect, at Landlord's sole discretion, to terminate the Lease and recapture the Premises should Landlord elect to recapture the Premises, it shall provide written notice to Tenant in which a termination date of not less than thirty (30) days is included. In regard to Landlord withholding consent in accordance with (ii) above, the parties agree that it shall be deemed reasonable for Landlord to withhold its consent as required hereunder for any of the following: (a) Tenant is in Default under the terms of the Lease; (b) Tenant has been notified that it has committed "Chronic Default" as defined in **Section 18** hereof; (c) the proposed subletting or assignment would cause Landlord to be in violation of its obligations under another Lease then in existence at the Project; (d) Landlord has sued or been sued by the proposed subtenant or assignee; (e) the proposed subtenant has less net worth than Tenant; (f) the proposed subtenant or assignee's business operation will impose a burden on the parking and/or other common areas at the Project; (g) the use of the Premises by the proposed subtenant or assignee will not be identical to the Permitted Use herein; (h) the subtenant or assignee is engaged in a business which is not compatible with and/or conflicts or competes with another use then in existence at the Project; or (i) Landlord is marketing space in the Project at the time of Tenant's request and the terms of the proposed sublease or lease assignment are at a rental rate less than the fair market rental rate at the Project at the time of Tenant's request under this Section.

In the event of any assignment or sublease, any option to extend or right of first refusal granted to Tenant shall not be assignable by Tenant to any assignee or sublessee and shall be void and no longer available. No assignee or sublessee of the Premises or any portion thereof may assign or sublet the Premises or any portion thereof. Upon the occurrence of a Default hereunder, if all or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Lease or provided by law, may, at its option, collect directly from the assignee or sublessee all rents becoming due to Tenant by reason of the assignment or sublease. Any acceptance of Rent or collection by Landlord of other sums directly from the assignee, sublessee or any other person shall not be construed as a novation or release of Tenant or any guarantor from the further performance of their respective obligations under this Lease or any guarantee hereof, and shall not be construed as a waiver by Landlord of any provisions hereof or any right hereunder. Any assignment or subletting without consent of Landlord and, to the extent required, any lender, shall be void, and shall at the option of Landlord, constitute a default under this Lease. Consent to one assignment,

subletting, occupation or use by any other person or entity shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person or entity. No subletting or assignment by Tenant, made with or without Landlord's consent, shall ever release Tenant from its obligation to pay the Rent and perform all other obligations to be performed by Tenant hereunder for the term of this Lease, or release any guarantor from any obligation or liability under any guarantee of this Lease.

SECTION 14. LANDLORD'S RIGHT OF ACCESS. At any and all reasonable times hereunder during Tenant's normal business hours, Landlord and its Affiliated Parties shall have the right to access and enter the Premises to inspect the same, to show the Premises to prospective purchasers, lessees, mortgagees, insurers or other interested parties, and to alter, improve, maintain, or repair the Premises or any other portion of the Project. If such access is other than during Tenant's normal business hours, Landlord shall give Tenant at least 24 hours prior written notice, except in the event of an emergency when no such prior notice shall be required. Tenant shall not prohibit Landlord or its Affiliated Parties from entering the Premises. Landlord shall have the right to use any and all means which Landlord may deem reasonably necessary to gain entry to the Premises in an emergency without liability therefor. Tenant shall permit Landlord to install, use, maintain and repair pipes, cables, conduits, plumbing, vents and wires under or through the raceways, conduits, risers, utility lines or ceiling plenum of the Premises as often and to the extent that Landlord may now or hereafter deem to be necessary or appropriate for the proper use, leasing, operation and maintenance of the Project.

SECTION 15. INDEMNITY AND WAIVER OF SUBROGATION.

- 15.A. Release. Tenant agrees that Landlord and its Affiliated Parties shall not be liable to Tenant or its Affiliated Parties for, and Tenant hereby releases such parties from, any damage, compensation, liability, loss or claim from any cause, other than the gross negligence (unless waived pursuant to **Section 15.C.** herein) or willful misconduct of Landlord or its Affiliated Parties, relative to or arising from: (i) loss or damage to Tenant's Personal Property or Improvements that Tenant is required to remove pursuant to **Section 11.F.** hereof; (ii) any injury to person or damage to property on or about the Premises; (iii) any criminal act on or about the Premises or Project; or (iv) interference with Tenant's business operations or loss of occupancy or use of the Premises arising from Landlord's performance of its maintenance and repair obligations under this Lease or from Landlord's right to access or enter the Premises under this Lease. Tenant acknowledges and agrees that Landlord has no duty or obligation to provide security for the Premises, Building or Common Areas of the Project and that its use and occupancy of the Premises is at its sole risk.
- 15.B. Indemnity. Tenant agrees to hold harmless, defend (with counsel reasonably approved by Landlord) and indemnify Landlord and its Affiliated Parties against any damage, compensation, liability, loss or claim arising out of any personal injury, death or property loss or damage occurring in or about the Premises or the Project during the Lease Term, regardless of when such claim is made, to the extent arising from the willful misconduct or negligent acts or omissions of Tenant or its Affiliated Parties. Landlord agrees to hold harmless, defend (with counsel reasonably approved by Tenant) and indemnify Tenant and its Affiliated Parties against any damage, compensation, liability, loss or claim arising out of any personal injury, death or property loss or damage occurring in or about the Premises or the Project during the Lease Term, regardless of when such claim is made, to the extent arising from the willful misconduct or gross negligent acts or omissions of Landlord or its Affiliated Parties.
- 15.C. Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive and release each other and their respective Affiliated Parties of and from any and all right of liability, recovery, claim, action or cause of action, against each other or their Affiliated Parties (or anyone claiming through or under them by way of subrogation or otherwise), for any damage, compensation, liability, loss or claim, regardless of cause or origin, including without limitation, negligence of Landlord or Tenant and their respective Affiliated Parties, to the extent coverable by property insurance (i.e. hazard and all risk insurance, fire and extended coverage property insurance or equivalent insurance). Notwithstanding the foregoing or anything contained in this Lease to the

contrary, any release or waiver of claims shall not be operative in any case where the effect of the release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder.

SECTION 16. CASUALTY LOSS.

- 16.A. **Total Destruction.** If all of the Premises or the Project are totally destroyed by fire or any other event ("**Casualty**"), then this Lease shall terminate at the option of either Landlord or Tenant by written notice to the other party within sixty (60) days following the date of Casualty, and the Rent shall be abated for the unexpired portion of the Lease effective as of the date of Casualty.
- 16.B. **Partial Destruction.** If the Premises is partially damaged by Casualty, and if the Premises are damaged to such extent that the damage cannot, in Landlord's reasonable judgment, be rebuilt or repaired economically (taking into account the time necessary to receive any insurance proceeds and using normal construction methods without overtime or other premium) within two hundred seventy (270) days after the date of Casualty, then this Lease shall terminate at the option of Landlord or Tenant by written notice to the other party within sixty (60) days following the date of Casualty, and the Rent shall be abated for the unexpired portion of the Lease effective as of the date of Casualty. Notwithstanding anything contained herein to the contrary, if the Premises or the Project is partially damaged by Casualty and either (i) insurance proceeds are not made available to Landlord or are inadequate for restoration, or (ii) repair or restoration of the same would not be economically prudent in Landlord's reasonable determination, then Landlord shall have the right to terminate this Lease by written notice to Tenant within sixty (60) days following the date of Casualty, and the Rent shall be abated for the unexpired portion of the Lease effective as of the date of Casualty.
- 16.C. **Restoration Obligations.** If this Lease is not terminated pursuant to **Section 16.A.** or **Section 16.B.** above, then Landlord shall, at its sole expense, proceed with reasonable diligence, subject to Force Majeure delays (as defined in **Section 28.G.** of this Lease) to rebuild or repair the Premises including Improvements made or paid for by Tenant, (the loss of which is covered by insurance carried by Landlord), but excluding Tenant's Personal Property and Improvements that Tenant is required to remove pursuant to **Section 11.G.** above), the Building or other improvements within the Project to as near the condition in which they existed immediately prior to the date of Casualty as reasonably possible. If the Premises are to be rebuilt or repaired and are untenantable in whole or in part following the Casualty, then the Rent payable under this Lease during the period for which the Premises are untenantable shall be abated in proportion to the areas of the Premises rendered untenantable (as reasonably and equitably determined by Landlord) from the date of Casualty until restoration is completed by Landlord. Notwithstanding anything contained herein to the contrary, if the holder of a Mortgage purchases or acquires Landlord's interest in the Premises or the Project by foreclosure sale or deed in lieu thereof, then such holder shall not be bound by the restoration obligations set forth in this **Section 16** and shall have the option either to use any such insurance proceeds to restore the Premises in accordance with the terms of this Lease or to terminate this Lease and retain all such proceeds as its own and upon such termination the Rent shall be abated for the unexpired portion of the Lease effective as of the date of Casualty.
- 16.D. **Insurance Proceeds.** Tenant hereby waives any right in or claim to the proceeds of any policy of insurance maintained by Landlord under this Lease. If any insurance proceeds are recoverable on account of any Casualty affecting the Premises or the Project, then Tenant agrees that as between this Lease and any recorded mortgage, deed of trust or other instrument presently existing or hereafter created covering Landlord's interest in all or part of the Premises or the Project, and all increases, refinancing, extensions, renewals, amendments and modifications thereof (collectively, "**Mortgage**"), the terms of such Mortgage shall govern and be determinative relative to the payment and disposition of such proceeds.

SECTION 17. EMINENT DOMAIN.

- 17.A. Total Taking. If the entire Premises or the Project are taken by eminent domain, this Lease shall automatically terminate as of the date of taking, and the Rent shall be abated for the unexpired portion of the Lease effective as of the date of the taking.
- 17.B. Partial Taking. If part of the Premises or the Project is taken by eminent domain, Landlord shall have the right to terminate this Lease as of a date specified by Landlord by giving written notice thereof to Tenant within sixty (60) days after the date of taking. If Landlord does not elect to terminate this Lease, then Landlord shall, at its sole expense, proceed with reasonable diligence, subject to Force Majeure delays, to rebuild or repair the Premises (inclusive of Improvements made or paid for by Tenant, the loss of which is covered by condemnation proceeds received by Landlord, but excluding Tenant's Personal Property and Improvements that Tenant is required to remove pursuant to **Section 11.F.** above), the Building or other improvements within the Project to as near the condition in which they existed immediately prior to the date of taking as reasonably possible. If part of the Premises is rendered untenable following any taking, then the Rent payable under this Lease shall be abated in proportion to the areas of the Premises rendered untenable (as reasonably and equitably determined by Landlord) effective as of the date of taking.
- 17.C. Condemnation Proceeds. All damages awarded for a taking under the power of eminent domain shall belong to and be the exclusive property of Landlord whether such damages be awarded as compensation for diminution in value of the leasehold estate hereby created or to the fee of the Premises or the Project; provided, however, that Tenant shall be entitled to maintain an action for a separate award to Tenant for (a) Tenant's moving and business relocation expenses, (b) loss of Tenant's Personal Property, and (c) any other compensable interest Tenant may have under Minnesota law. If any condemnation proceeds are recoverable by Landlord on account of any taking affecting the Premises or the Project, then Tenant agrees that as between this Lease and any Mortgage, the terms of such Mortgage shall govern and be determinative relative to the payment and disposition of such proceeds.

SECTION 18. DEFAULT AND REMEDIES.

- 18.A. Default by Tenant. Each of the following occurrences shall be deemed an event of default ("**Default**") by Tenant under this Lease:
- (1) Tenant has not paid any past due installment of Rent or any other payment required pursuant to this Lease or utility charges due under Section 8 within five (5) days after Landlord gives written notice of nonpayment to Tenant, provided, however, that no more than one (1) such notice shall be required to be given in any calendar year and any additional payments not paid within five (5) days of the date due shall be a Default without notice from Landlord; or
 - (2) Failure to maintain insurance in accordance with **Section 11.E.**; or
 - (3) Tenant has not complied with any term, provision or covenant of this Lease, other than the payment of Rent or maintenance of Insurance pursuant to **Section 11.E.**, and has not cured such noncompliance within thirty (30) days after written notice to Tenant, or such longer period as may be reasonably required, not to exceed an additional forty-five (45) days, if the nature of cure is such that it cannot be completed within thirty (30) days, so long as Tenant commenced such cure within the initial thirty (30) day period and thereafter diligently pursues such cure to completion; or
 - (4) Tenant files a petition, or an involuntary petition is filed against Tenant (and is not dismissed within sixty (60) days), or Tenant becomes insolvent under any applicable federal or state bankruptcy or insolvency law, or Tenant admits that it cannot meet its financial obligations as

they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant (and is not dismissed within sixty (60) days), or Tenant shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

- (5) Tenant does or permits to be done any act which results in a lien being filed against the Premises or the Project, and such lien is not discharged or bonded over or an escrow is established pursuant to **Section 11.I.** of this Lease.

If a Default under **Section 18.A.(4)** occurs, nothing contained herein shall be construed to express or imply that Landlord consents to any assumption and/or assignment of the Lease by Tenant or the inclusion of this Lease within Tenant's bankruptcy estate, and Landlord expressly reserves the right to object to any assumption and/or assignment of the Lease and to any inclusion of this Lease within Tenant's bankruptcy estate. Neither Tenant nor any trustee who may be appointed in such case shall conduct or permit of any "fire", "bankruptcy", "going out of business", auction sale or other public sale in or from the Premises.

Tenant acknowledges and agrees that if it has three (3) or more events of Default during the Lease Term, it shall be considered in Chronic Default ("**Chronic Default**"). Following a determination of Chronic Default, Landlord shall have the ongoing right to veto an election of Tenant as to any Option Terms permitted by this Lease and furthermore shall have all rights provided for by this Lease in addition to all rights at law or in equity.

18.B. Landlord's Remedies for Tenant's Default. Upon the occurrence of a Default as defined above, Landlord may, in its sole discretion, elect any one or more of the following remedies:

- (1) to cancel and terminate this Lease by written notice to Tenant; or
- (2) whether or not Landlord elects to terminate this Lease, to enter upon and repossess the Premises with resort to judicial process by unlawful detainer action, summary proceedings, ejectment, force, or otherwise (provided, however, that if Tenant has abandoned or voluntarily surrendered possession of the Premises, then Landlord may enter upon and repossess the Premises without resort to judicial process or notice of any kind), and Landlord may, at Landlord's option, enter the Premises and take and hold possession thereof, and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant, without Landlord becoming liable for any loss or damage which may be occasioned thereby. The Tenant acknowledges that the preparation of an unlawful detainer complaint by Landlord shall result in an automatic charge to Tenant of One Thousand and No/100 Dollars (\$1,000.00) for attorneys fees and costs ("**Eviction Fee**"), regardless of Tenant subsequently curing the Default, with such sum to be deemed Additional Rent added to the Tenant's rent ledger and recoverable by Landlord under the terms of the Lease; or
- (3) to cure the Default at any time for the account and at the expense of Tenant, in which event Tenant shall reimburse Landlord upon demand for any amount expended by Landlord in connection with the cure, including, without limitation, reasonable attorneys' fees and interest; or
- (4) to pursue any other remedy at law or in equity that may be available to Landlord.

Upon and after repossession, whether or not Landlord has elected to terminate this Lease, Landlord may, but shall not be obligated to, relet the Premises, or any part thereof, to any one other than the Tenant, for such time and upon such terms and uses as Landlord may determine in its sole discretion. Notwithstanding anything contained herein to the contrary, in the event that Landlord undertakes or attempts to re-let the Premises, in so doing, Landlord shall be under no obligation whatsoever to (a) prefer the Premises over any other then available space in the Center, (b) accept

any lease on terms (other than Base Rent) less favorable to Landlord than those contained herein, (c) accept any lease proposal for less than the then current fair rental value of the Premises, as reasonably determined by Landlord, or (d) provide to any substitute tenant any tenant improvement allowance or make any alterations or improvements to the Premises.

Landlord may also make alterations and repairs to the Premises to the extent Landlord deems reasonably necessary or desirable to relet the Premises. Any rent received shall be applied against Tenant's monetary obligations hereunder, but Landlord shall not be responsible or liable for any failure to collect any rent due upon such reletting.

In the event of any such termination or repossession, Tenant shall be liable to Landlord as follows:

- (i) for all reasonable attorneys' fees and expenses incurred by Landlord in connection with exercising any remedy hereunder;
- (ii) for the unpaid installments of Base Rent, Additional Rent or other unpaid sums that were due prior to such termination or reentry, including without limitation, interest and late payment fees, which sums shall be payable immediately;
- (iii) for the installments of Base Rent, Additional Rent, and other sums falling due pursuant to the provisions of this Lease for the period after reentry, including without limitation, late payment charges and interest, which sums shall be payable as they become due hereunder, or in the alternative Landlord may accelerate all sums remaining due under the Lease, including Base Rent, Additional Rent and interest;
- (iv) for any Base Rent or Additional Rent concession that may have been granted to Tenant, as set forth in **Section 1.C.**;
- (v) for all reasonable expenses incurred in releasing the Premises, including leasing commissions, reasonable attorneys' fees, and costs of alteration or repairs, which shall be payable by Tenant as they are incurred by Landlord; and
- (vi) while the Premises are subject to any new lease or leases made pursuant to this Section, for the amount by which the monthly installments of rent payable under such new lease or leases is less than the monthly installment for all charges payable pursuant to this Lease, which deficiencies shall be payable monthly.

At any time after termination or repossession, whether or not Landlord may have collected any damages pursuant to the foregoing provisions, Landlord shall be entitled to recover from Tenant, as and for liquidated and agreed upon final damages for loss of bargain due to Tenant's Default, and not as a penalty, a sum equal to the present value of the Base Rent, Additional Rent and other sums or charges which would have been payable by Tenant for the unexpired portion of the term of this Lease, computed utilizing a discount rate equal to the ten (10) year U.S. Treasury Bond rate (or equivalent if discontinued), it being the understanding and agreement of the parties that it would be impractical or extremely difficult to determine the actual damages to Landlord in the event of Tenant's Default, and that the liquidated damages represent a reasonable estimate of the damages which Landlord would incur as a result of Tenant's Default hereunder. Tenant shall promptly pay to Landlord on demand such amount and all expenses incident thereto (including without limitation, commissions, reasonable attorneys' fees and expenses, and costs of alterations and repairs).

Additionally, if this Lease shall be terminated by reason of bankruptcy or insolvency of Tenant, Landlord shall be entitled to recover from Tenant or Tenant's bankruptcy estate, as liquidated damages for loss of bargain and not as a penalty, the amount determined by the immediately preceding paragraph.

18.C. Additional Remedies, Waivers, Miscellaneous.

- (1) The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. Landlord may exercise its rights and remedies at any times, in any order, to any extent, and as often as Landlord deems advisable without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another.
- (2) A single or partial exercise of a right or remedy shall not preclude a further exercise thereof, or the exercise of another right or remedy from time to time, and shall not be construed to relieve Tenant of any of its liabilities and obligations under this Lease, which shall survive any such election.
- (3) No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a Default.
- (4) No waiver of Default shall extend to or affect any other Default or impair any right or remedy with respect thereto.
- (5) No action or inaction by Landlord shall constitute a waiver of Default including Landlord's acceptance of partial payments of Rent by Tenant when Tenant is in monetary default pursuant to **Section 18.A.(1)**.
- (6) No waiver of a Default shall be effective unless it is in writing and signed by Landlord.

18.D. Default by Landlord. If Landlord fails to timely perform any of its obligations under this Lease, which failure continues for a period of more than thirty (30) days after receipt of written notice from Tenant specifying such failure, or if such failure is of a nature that it cannot be cured within said thirty (30) day period and continues beyond the time reasonably necessary to cure (and Landlord has not commenced cure within the initial thirty (30) day cure period and thereafter diligently pursued cure to completion), then Landlord shall be in default under this Lease.

SECTION 19. NOTICES. All Rent and other payments required to be made by Tenant shall be payable to Landlord as provided in **Section 1.H.** and **Section 5** of this Lease, or such other bank account or address designated by Landlord by written notice to Tenant. All payments required to be made by Landlord to Tenant shall be payable at the address set forth in **Section 1.H.**, or such other address within the United States as designated by Tenant by written notice to Landlord. Any notice or document required or permitted to be delivered by the terms of this Lease shall be deemed to be delivered (whether or not actually received) when (i) deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, or (ii) deposited with a reputable national commercial courier for overnight delivery (e.g. Federal Express or U.P.S.), addressed to the parties at the respective addresses set forth in **Section 1.I.** of this Lease, or such other address as may be designated by written notice to the other party.

SECTION 20. LANDLORD ASSIGNMENT. Landlord shall have the right to sell, convey, transfer, mortgage, or assign, in whole or in part, for collateral purposes or otherwise, its rights and obligations under this Lease and in all or part of the Premises and the Project. In the event of any sale, conveyance, transfer or assignment made other than for collateral purposes, this Lease shall remain in full force and effect, provided, however, that (i) Landlord shall be released from any and all liabilities under this Lease first arising after the date of such sale, conveyance, assignment or transfer, so long as the transferee assumes in writing Landlord's obligations under this Lease first arising after the date of transfer, and (ii) upon receipt of written notice from Landlord, Tenant shall immediately and automatically attorn to the transferee, so long as the transferee assumes in writing Landlord's obligations under this Lease first arising after the date of transfer.

SECTION 21. SUBORDINATION AND ATTORNMENT. This Lease is subject and subordinate to (i) the lien of any Mortgage which may now or hereafter encumber all or part of the Project, and (ii) all existing recorded restrictions, covenants, easements and agreements with respect to the Project, provided, however, that so long as this Lease is in full force and effect and Tenant is not in default beyond any applicable cure period hereunder, Tenant's possession of the Premises shall not be disturbed. In order to confirm such subordination (and/or any other terms set forth in this Section), Tenant shall, within ten (10) days after written request from Landlord, execute and deliver to Landlord or any Mortgage holder, any certification, instrument or other document required by Landlord or such Mortgage holder, in form and content as reasonably required by Landlord or such Mortgage holder. Tenant acknowledges and agrees that its failure to deliver any such statement in a timely manner is a Default under this Lease.

If the interests of Landlord under this Lease shall be transferred by reason of foreclosure, deed in lieu of foreclosure or other proceedings for enforcement of any Mortgage to any third party transferee (including without limitation the holder of any such Mortgage) (sometimes called the "**New Owner**"), then (i) Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease or the obligations of Tenant hereunder, (ii) Tenant shall be bound to the New Owner under the terms, covenants and conditions of this Lease for the balance of the term remaining, including any extensions or renewals, with the same force and effect as if the New Owner were Landlord under this Lease, (iii) Tenant shall attorn to the New Owner as its Landlord, and (iv) so long as this Lease is in full force and effect and Tenant is not in default beyond any applicable cure period hereunder at the time of transfer to New Owner, this Lease shall remain in full force and effect and the New Owner shall not disturb Tenant's possession of the Premises. Notwithstanding anything in this Lease to the contrary, neither the holder of any Mortgage, its successors or assigns (whether or not it acquires the interest of Landlord under this Lease by foreclosure, deed in lieu of foreclosure or other proceedings to enforce a Mortgage) or any New Owner shall be liable for any act, omission and/or breach of the Lease by Landlord, or bound by (a) any offsets or defenses which Tenant might have against Landlord, (b) any prepayment by Tenant of more than one (1) month's installment of Rent, (c) any amendment or modification of this Lease made subsequent to the granting of the Mortgage by Landlord, (d) the application of insurance or condemnation proceeds or the restoration of the Premises by Landlord in the event of a casualty loss thereto or a taking thereof, (e) the commencement or completion of any construction or restoration, or (f) restrictions on the use of other properties owned by Landlord for purposes which compete with Tenant.

SECTION 22. ESTOPPEL CERTIFICATES. Tenant agrees to furnish, from time to time, within ten (10) days after receipt of request from Landlord, a written statement certifying, to the extent applicable, the following: (i) Tenant is in possession of the Premises; (ii) the Premises are acceptable; (iii) the Lease is in full force and effect and there have been no amendments or modifications, or if there have been amendments or modifications, stating the amendments or modifications; (iv) the dates through which the Rent and other charges hereunder have been paid by Tenant; (v) agreeing that Tenant and Landlord will not thereafter modify this Lease without the prior consent of the Mortgage holder; (vi) Tenant claims no present charge, lien, or claim or offset against Rent; (vii) the Rent is not and will not be prepaid for more than one month in advance; (viii) there is no existing default by reason of some act or omission by Landlord; and (ix) such other matters as may be reasonably required by Landlord or the Mortgage holder. Tenant agrees that any such statement may be relied upon by any present owner or prospective purchaser of the Project and any present or prospective Mortgage holder or assignee of such Mortgage holder. Tenant acknowledges and agrees that its failure to deliver any such statement in a timely manner is a Default under this Lease.

SECTION 23. LANDLORD'S LIABILITY. If Landlord shall be in default under this Lease and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Project as the same may then be encumbered and neither Landlord nor any person or entity comprising Landlord shall be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord nor any person or entity comprising Landlord other than its interest in the Project as herein expressly provided.

SECTION 24. SECURITY DEPOSIT. The security deposit set forth in **Section 1.F. (“Security Deposit”)** shall be paid to Landlord concurrently with Tenant’s execution and delivery of this Lease to Landlord and shall be held by Landlord for the performance of Tenant’s covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of Landlord’s damages in case of default by Tenant. Upon the occurrence of any Default by Tenant under this Lease, Landlord may, from time to time, in addition to any other remedy of Landlord, use the Security Deposit to the extent necessary to make good any arrears of Rent, or to repair any damage or injury, or pay any expense or liability incurred by Landlord arising from the Default, and any remaining balance of the Security Deposit shall be returned by Landlord to Tenant upon termination of this Lease. If any portion of the Security Deposit is so used or applied, Tenant shall, upon three (3) days written notice from Landlord, deposit with Landlord by cash or cashier’s check an amount sufficient to restore the Security Deposit to its original amount.

SECTION 25. RELOCATION OPTION. In the event Landlord determines to utilize the Premises for other purposes during the term of this Lease, Tenant agrees to relocate to another space in the Project designated by Landlord within a reasonable amount of time as designated by Landlord (but not to exceed ninety (90) days), provided such other space is of equal or larger size than the Premises. Landlord shall pay all out-of-pocket expenses of any such relocation, including the expenses of moving and reconstruction of all Tenant furnished and Landlord furnished improvements. In the event of such relocation, this Lease shall continue in full force and effect without any change in the terms and conditions of this Lease, except that for all purposes under this Lease, the new location shall be deemed to be the Premises. Upon written request of Landlord, the parties shall execute an amendment to this Lease confirming such relocation and description of the new Premises.

SECTION 26. BROKERAGE. Landlord and Tenant each represents and warrants to the other that there is no obligation to pay any brokerage fee, commission, finder’s fee or other similar charge in connection with this Lease, other than a fee due to **Jason Meyer of Cushman & Wakefield/MorthMarq (“Broker”)**, which is the responsibility of Landlord pursuant to the terms of a separate written agreement between Landlord and Broker. Each party covenants that it will defend, indemnify and hold harmless the other party from and against any loss or liability by reason of brokerage or similar services alleged to have been rendered to, at the instance of, or agreed upon by said indemnifying party. Notwithstanding anything herein to the contrary, Landlord and Tenant agree that there shall be no brokerage fee or commission due on expansions, options or renewals by Tenant.

SECTION 27. LENDER APPROVAL. Landlord’s obligations under this Lease are contingent upon Landlord obtaining the consent to this Lease from the holder of the existing Mortgage encumbering the Project. If Landlord does not obtain lender consent within sixty (60) days from the Effective Date, then Landlord may terminate this Lease by delivering written notice to Tenant. Landlord agrees to use commercially reasonable efforts to obtain lender consent in a timely fashion.

SECTION 28. MISCELLANEOUS.

28.A. Limitation of Warranties; Waiver of Jury Trial. LANDLORD AND TENANT EXPRESSLY AGREE THAT EXCEPT AS OTHERWISE SET FORTH IN THIS LEASE, THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF PARTIES OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

- 28.B. Landlord's Management Agent. Landlord hereby notifies Tenant that CSM Corporation, a Minnesota corporation, has been appointed to act as the agent in the management and operation of the Project for Landlord and is authorized to accept service of process and receive or give receipts for notices and demands on behalf of Landlord. Landlord reserves the right to change the identity and status of its duly authorized agent upon written notice to Tenant.
- 28.C. Tenant's Authority and Representation. Tenant does hereby represent and warrant that (i) Tenant is a duly organized and validly existing watershed district under the laws of the State of Minnesota, (ii) Tenant is qualified to do business in the state in which the Premises are located, (iii) the President of the Board of Manager has full right and authority to enter into this Lease, and (iv) each person signing on behalf of the Tenant is authorized to do so. Tenant agrees to provide Landlord with notice and copies of any change in its legal status.
- 28.D. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of Landlord and its heirs, personal representatives, successors and assigns, and Tenant and its heirs, personal representatives and permitted successors and assigns.
- 28.E. Severability. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 28.F. Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but together shall constitute one and the same instrument. A signature to this Lease by facsimile, PDF or other electronic transmission will be deemed as legally binding as a signed original hereof.
- 28.G. Force Majeure. The time within which Landlord shall be required to perform any covenant or obligation in this Lease shall be extended, without liability to Tenant, if the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of Force Majeure or by Tenant, provided, however, that Landlord gives reasonable notice to Tenant of the Force Majeure occurrence causing such delay or non-performance. For purposes of this Lease, "**Force Majeure**" shall mean any of the following occurrences: act of God; fire; earthquake; flood; explosion; actions or the elements of war; invasion; insurrection; outbreaks of disease; riot; mob violence; sabotage; inability to procure equipment, facilities, materials or supplies in the open market; failure of power; failure of transportation; strikes; lockouts; actions of labor unions; condemnation; requisition; laws; orders of governments or civil or military authorities; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of Landlord.
- 28.H. Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. This Lease is not effective until execution by and delivery to both Landlord and Tenant.
- 28.I. Interest and Attorney's Fees. Without limiting and in addition to any other remedy of Landlord hereunder, Tenant agrees to pay Landlord (i) accrued interest on any sum not timely paid to Landlord when due at the rate of the lesser of fifteen percent (15%) per annum or the highest rate permitted by law, (ii) Landlord's costs of collection of any past due sums owing by Tenant, including without limitation court costs and reasonable attorney's fees and expenses, whether suit is actually filed or not including specifically the Eviction Fee set forth in **Section 18.B.2**, and (iii) any late charges or charges for returned checks as set forth in **Section 5** of this Lease.
- 28.J. Headings. The section headings appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any Section.

- 28.K. Amendment. This Lease may not be altered, waived, amended, or extended except by an instrument in writing signed by Landlord and Tenant.

- 28.L. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter set forth herein, and supersedes and replaces all other agreements or understandings of the parties, whether oral or written.

- 28.M. Choice of Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Minnesota. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, or any claim of injury or damage, and hereby submit to the jurisdiction of any state or federal court located in Hennepin County, Minnesota, for the adjudication of any such dispute.

- 28.N. Construction. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY AND THEIR RESPECTIVE COUNSEL HAVE REVIEWED AND REVISED, OR HAVE HAD THE OPPORTUNITY TO REVIEW AND REVISE, THIS AGREEMENT AND THAT THE NORMAL RULE OF CONSTRUCTION TO THE EFFECT THAT AMBIGUITIES ARE TO BE RESOLVED AGAINST THE DRAFTING PARTY SHALL NOT BE EMPLOYED IN THE INTERPRETATION OF THIS LEASE OR ANY EXHIBITS, ADDENDUMS OR AMENDMENTS HERETO.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective the day and year first above written.

LANDLORD

CSM INVESTORS, INC.

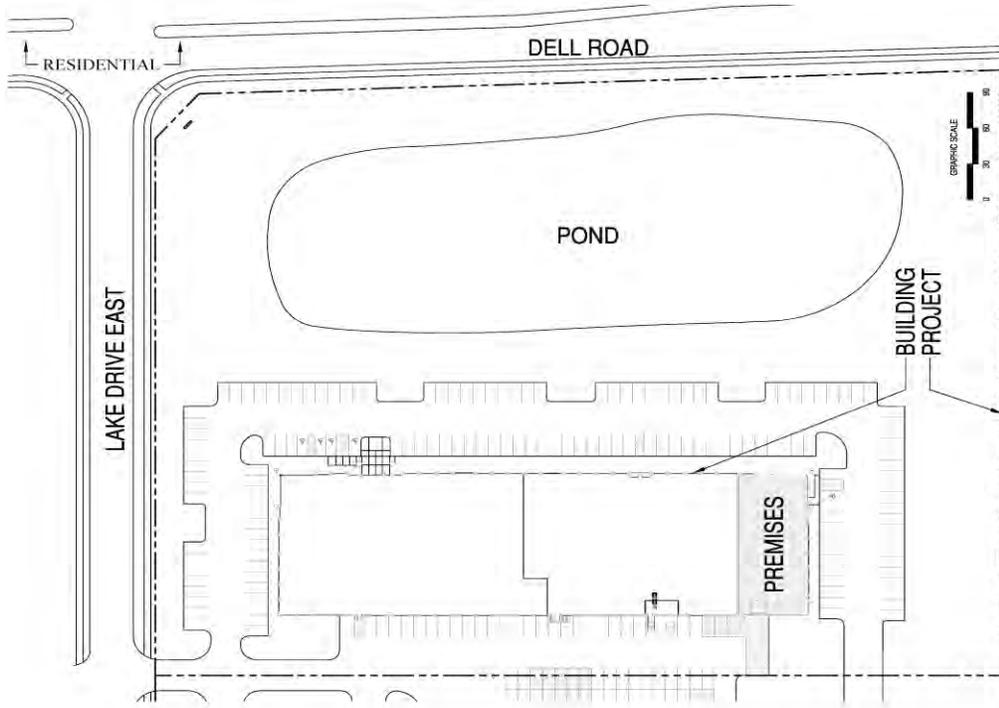
By: _____
 Print Name _____
 Print Title: _____

TENANT

**RILEY PURGATOR BLUFF CREEK
 WATERSHED DISTRICT**

By: _____
 Print Name _____
 Print Title: _____

EXHIBIT A
SITE PLAN



SITE PLAN
SCALE: 1/8" = 1'-0"

CSM
CONSULTING SERVICES
10000 W. 100th Street, Suite 100
Overland Park, KS 66213
TEL: 913.241.1100
WWW.CSMKS.COM

DATE: 08/08/2019
DRAWN BY: JMM/MSM

SP-1

SOUTHWEST TECH CENTER - BUILDING 'A, B & C'
1887 LAKE DRIVE EAST
COMMISSION NO. 2017

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EXHIBIT B

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE ("Addendum") is entered into effective as of this _____ day of _____, 20____ to that certain Lease Agreement dated _____ ("**Lease**") by and between **CSM INVESTORS, INC.**, a Minnesota corporation ("**Landlord**") and **RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT** ("**Tenant**"), for certain premises comprised of approximately 6,373 rentable square feet located at 18681 Lake Drive East, Chanhassen, MN ("**Premises**"), within the _____ ("**Project**").

The parties hereby agree, acknowledge and confirm the following terms of the Lease:

1. **Premises.** Landlord and Tenant acknowledge and confirm that according to the "as-built" measurements the total rentable area of the Premises is approximately _____ square feet, the rentable area of the Building is approximately _____ square feet, and the rentable area of the Project is approximately _____ square feet.

2. **Initial Lease Term.** The Commencement Date is _____ and the Expiration Date is _____.

3. **Base Rent.** Commencing _____, Base Rent shall be adjusted as follows:

<u>Months</u>	<u>Monthly Base Rent</u>	<u>Per Rentable Sq. Ft.</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

*Tenant acknowledges that it has received a Base Rent concession in the amount of \$_____ during this period. Notwithstanding the fact that Base Rent is \$0 during this period, Tenant shall remain responsible for its Proportionate Share of Operating Expenses. Base Rent shall be subject to adjustment pursuant to the terms of this Lease.

4. **Proportionate Share.** Landlord and Tenant acknowledge and confirm that Tenant's Proportionate Share of Operating Expenses is _____ percent (____%).

5. **Miscellaneous.** Except as otherwise provided herein, all capitalized terms used herein shall have the meaning ascribed to them in the Lease. Except as specifically modified herein, all of the covenants, conditions, and obligations under the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall prevail. This Addendum shall be binding upon the parties hereto and their respective successors and assigns. This Addendum may be executed in one or more counterparts each of which when so executed and delivered shall constitute an original, but together said counterparts shall constitute one and the same instrument. Execution copies of this Addendum may be delivered by facsimile or electronic mail, and the parties hereto agree to accept and be bound by facsimile or scanned signatures hereto.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year first above written.

LANDLORD:

CSM INVESTORS, INC.

By: _____

Print Name: _____

Print Title: _____

TENANT:

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By: _____

Print Name: _____

Print Title: _____

EXHIBIT C

SIGNAGE CRITERIA

SOUTHWEST TECH CENTER

BUILDING "A", "B" and "C"
CHANHASSEN, MINNESOTA

SIGNAGE CRITERIA

GENERAL NOTES

- 1) TENANT SHALL BE RESPONSIBLE FOR THE PURCHASE, INSTALLATION AND MAINTAINENCE OF ALL SIGNS DESCRIBED IN THIS CRITERIA PACKAGE.
- 2) TENANT SHALL OBTAIN OWNER'S APPROVAL AND CITY PERMITS PRIOR TO ANY SIGNAGE INSTALLATION.
- 3) TENANT MAY SOLICIT BIDS FROM ANY SIGN MANUFACTURER OF TENANT'S CHOICE.
- 4) OWNER RESERVES THE RIGHT TO APPROVE ANY ALTERNATE SIGNAGE WHEN DEEMED APPROPRIATE AT THE OWNER'S SOLE DISCRETION.
- 5) SIGNAGE ON THE BUILING FRONT SHALL BE AS DESCRIBED ON PAGE 2 AND 3.
- 6) DOCK AND DRIVE-IN DOORS SHALL BE IDENTIFIED AS DESCRIBED ON PAGE 4. THIS SIGNAGE MAY BE PROVIDED AT THE TENANT'S DISCRETION-IT IS NOT REQUIRED BY THE OWNER.
- 7) SERVICE AND MAN DOORS IN THE TRUCK DOCK AREA SHALL BE IDENTIFIED AS DESCRIBED ON PAGE 5. THIS SIGNAGE MAY BE PROVIDED AT THE TENANT'S DISCRETION-IT IS NOT REQUIRED BY THE OWNER.

SUBMITTALS

- 1) TENANT SHALL SUBMIT TO THE OWNER, TWO COPIES OF ALL SIGN FACE LAYOUTS, AND THE LOCATION OF ALL SIGNS ON THE BUILDING, FOR APPROVAL.
- 2) TENANT OR THE TENANT'S SIGN CONTRACTOR SHALL SUBMIT SIGNAGE PLANS TO THE CITY, AS REQUIRED BY THE CITY, FOR PERMITS.



CSM

500 Washington Avenue South, Suite 3000
Minneapolis, MN 55415
Bus: (612) 395-7000 Fax: (612) 395-7002

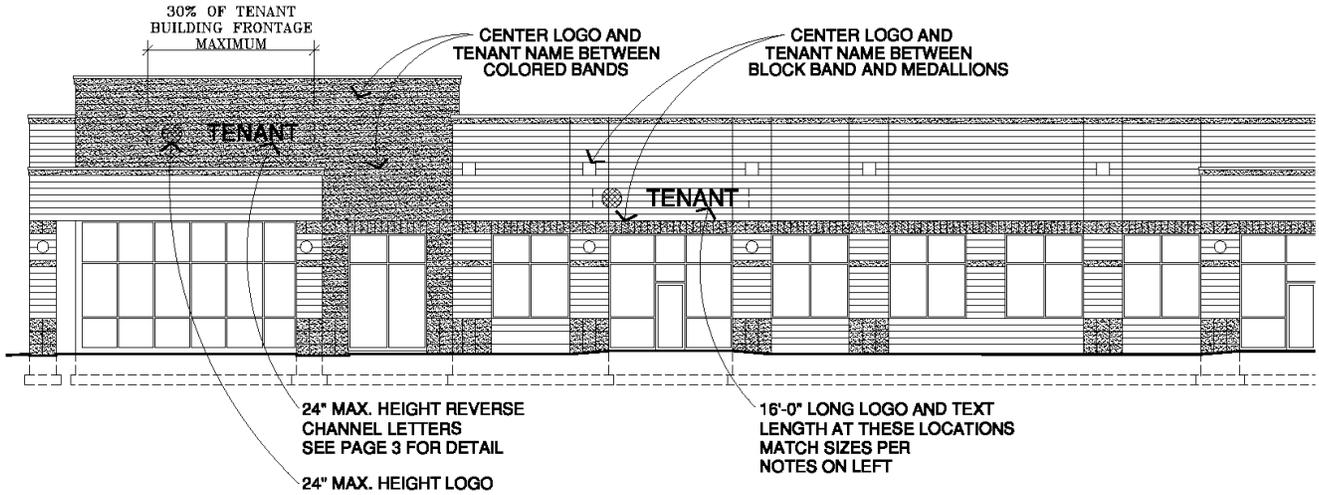
DEVELOPING REAL ESTATE FOR PEOPLE,
BUSINESS & COMMUNITIES

PAGE 1 of 5
4/1/05

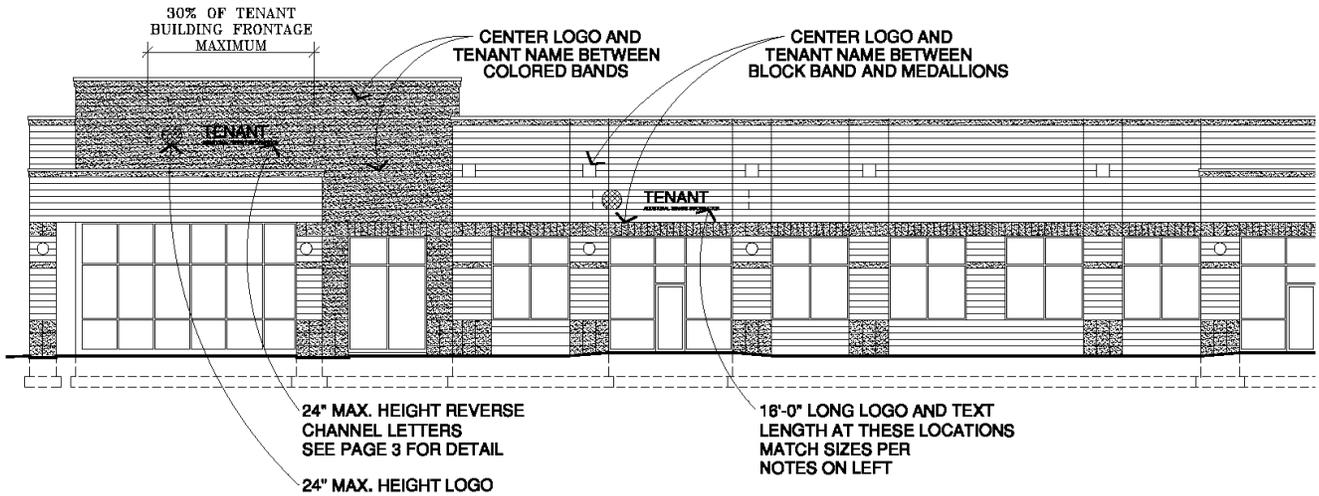
SOUTHWEST TECH CENTER

BUILDING "A", "B" and "C"
CHANHASSEN, MINNESOTA

SIGNAGE CRITERIA



PARTIAL ELEVATION SINGLE LINE



PARTIAL ELEVATION MULTIPLE LINES



CSM

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Minneapolis, MN 55415
Bus: (612) 395-7000 Fax: (612) 395-7002

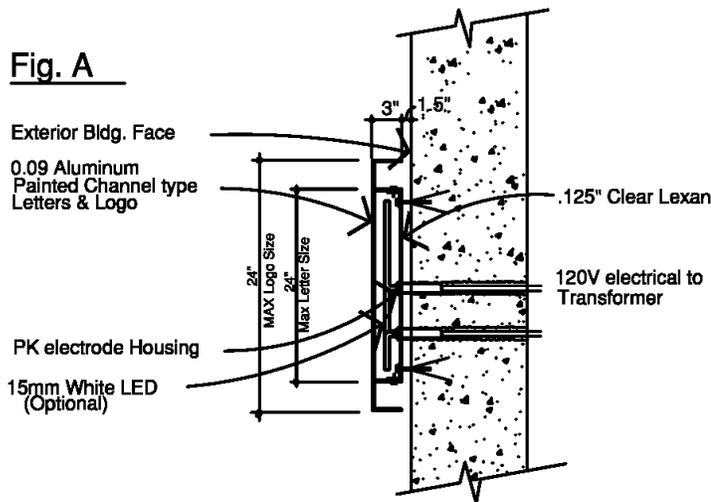
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BUSINESS & COMMUNITIES

SOUTHWEST TECH CENTER

BUILDING "A", "B" and "C"
CHANHASSEN, MINNESOTA

SIGNAGE CRITERIA

Fig. A



SIGNAGE NOTES

1. LOGO: MAX SIZE: 3'-0" LONG x 2'-0" HIGH
MAX. AREA: 6 SQUARE FEET
COLOR: MAY MATCH TENANT'S COLOR CRITERIA
LIGHTING: MAY BE INTERIOR ILLUMINATED
WITH FACE LIGHTED.
- 2 TENANT NAME: SINGLE LINE SHALL BE 24" MAX. HEIGHT
MULTIPLE LINES SHALL BE NO HIGHER THAN
24" IN TOTAL HEIGHT (FROM BOTTOM OF LOWEST LINE TO TOP OF HIGHEST LINE)
LETTER TYPE: REVERSE CHANNEL METAL LETTERS
(HALO/BACK LIGHTING OPTIONAL)
COLOR: PANTONE #4545C



CSM

500 Washington Avenue South, Suite 3000
Minneapolis, MN 55415
Bus: (612) 395-7000 Fax: (612) 395-7002

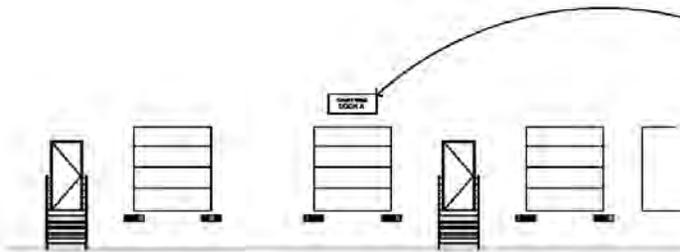
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BUSINESS & COMMUNITIES

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4/21/14

SOUTHWEST TECH CENTER

BUILDING "A", "B" and "C"
CHANHASSEN, MINNESOTA

SIGNAGE CRITERIA



5'-0" WIDE x 2'-0" HIGH
x .125 THICK PAINTED
ALUMINUM SIGN PANEL. WITH 6"
MAXIMUM HEIGHT VINYL OR
STENCILED LETTERS.

MOUNT 24" ABOVE AND
CENTERED OVER DOOR OPENING.

PAINT COLOR
BACKGROUND: PANTONE #4545C
CHARACTERS: BLACK

PARTIAL ELEVATION
OVERHEAD DOOR IDENTIFICATION



CSM

500 Washington Avenue South, Suite 3000
Minneapolis, MN 55415
Bus: (612) 395-7000 Fax: (612) 395-7002

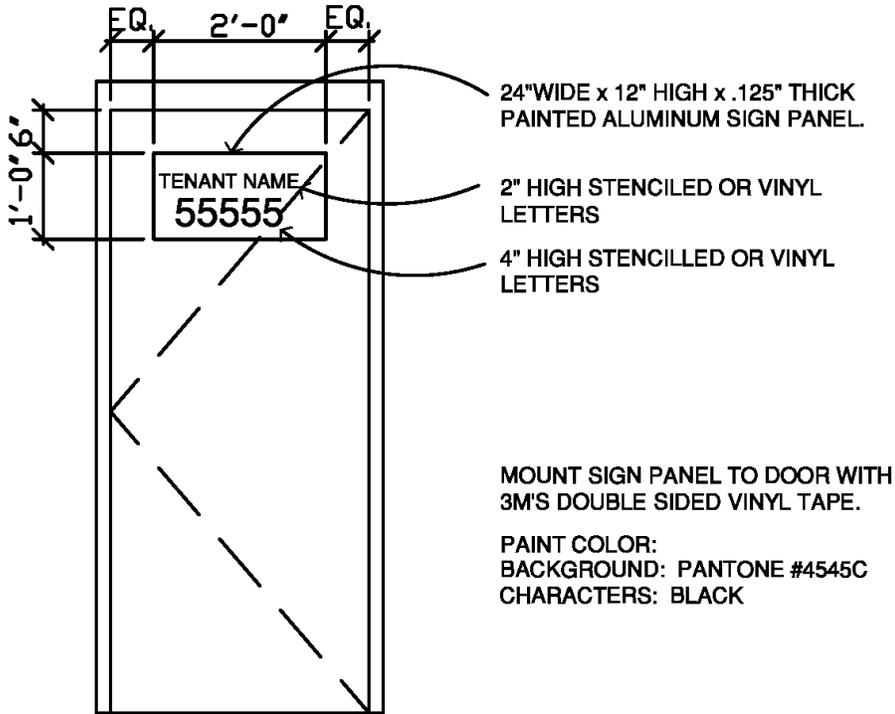
DEVELOPING REAL ESTATE FOR PEOPLE,
BUSINESS & COMMUNITIES

PAGE 4 of 5
4/1/05

SOUTHWEST TECH CENTER

BUILDING "A", "B" and "C"
CHANHASSEN, MINNESOTA

SIGNAGE CRITERIA



EXTERIOR SERVICE DOOR ELEVATION
FOR SERVICE AND MAN DOORS IN TRUCK COURT AREA



CSM

500 Washington Avenue South, Suite 3000
Minneapolis, MN 55415
Bus: (612) 395-7000 Fax: (612) 395-7002

DEVELOPING REAL ESTATE FOR PEOPLE,
BUSINESS & COMMUNITIES

PAGE 5 of 5
4/1/05

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT -
RPBCWD
NEW LOCATION - CHANHASSEN



INTERCONNECTIVE DESIGN
LET OUR EXPERIENCE GUIDE THE WAY

MSPACE

811 GLENWOOD AVE N, MINNEAPOLIS, MN 55405
PHONE 612.332.0122

Equipment availability typically has a 2-3 week lead time and is subject to manufacturer availability.

Main Conference

	QTY	DESCRIPTION	PRICE
Displays			
	1	CHIEF CMA366 Architectural spanning adapter, black	\$105.04
	1	CHIEF CMS0305W [NB] - Chief 3-5' (91.4-152.4 cm) Speed-Connect Adjustable Extension Column - White	\$0.00
	1	MSPACE AV Cabling & Hardware Stock Cables, connectors, hardware and job supplies.	\$71.43
	1	MSPACE MISC MOUNTING HARDWARE Misc Mounting Hardware - unistrut	\$85.71
	1	PANASONIC PT-RZ570UW 5,000 Lumens, WUXGA Resolution (1,920 x 1,200), 1 DLP Laser Projector	\$6,057.14
		Displays Total:	\$6,319.32
Sources			
	1	BARCO CSE-200 ClickShare System - includes Base Station, two ClickShare USB Buttons	\$1,749.00 *
	1	BARCO CLICK-SHARE TRAY (2016) ClickShare Tabletop tray for USB buttons	
	2	BARCO CLICK-SHARE USB BUTTON INC ClickShare USB Button wireless interface Included in package	
	1	EXTRON HDMI ULTRA/6 Ultra Flexible High Speed HDMI Cables - 6'	
		Sources Total:	\$1,749.00
Pro Services			
	1	MSPACE AV PRO SERVICES	*
	1	MSPACE AV DESIGN-ENGINEERING	
	1	MSPACE AV LABOR - CONTROL SYSTEM PROGRAMMING Custom Programming - Hourly.	

- 1 MSPACE AV LABOR - DSP PROGRAMMING
DSP Custom Programming - Hourly.
- 1 MSPACE AV LABOR - INSTALL
AV Labor - Install - Hourly.
- 1 MSPACE AV LABOR - ROUGH IN
AV Labor - Install - Hourly.
- 1 MSPACE AV LABOR - SPECIALTY
AV Labor - Install - Hourly sub-contractor
- 1 MSPACE AV LABOR - TESTING
AV Labor - testing - Hourly.
- 1 MSPACE AV PROJECT MANAGEMENT
- 1 MSPACE AV PROJECT PLANNING
- 1 MSPACE AV QUALITY ASSURANCE
INTERNAL COSTING FOR QUALITY ASSURANCE: PROPOSAL CHECKS,
POST ENGINEERING CHECKS, INSTALLATION CHECKS

Pro Services Total: \$0.00

Main Conference Total: \$8,068.32

Main Conference: Fixed Frame Screen Option

	QTY	DESCRIPTION	PRICE
Displays			
	1	DA-LITE 23680 DaLite UTB Contour - 16:9 - (58"h x 104"w) - 119" diag) with HD .9 Progressive fabric.	\$2,074.29
	1	MSPACE AV Cabling & Hardware Stock Cables, connectors, hardware and job supplies.	\$71.43
			Displays Total: \$2,145.72
Main Conference: Fixed Frame Screen Option			Total: \$2,145.72

Main Conference: Electric Screen Option

	QTY	DESCRIPTION	PRICE
Displays			
	1	DA-LITE 38792LS The Tensioned Contour® Electrol® is the latest ceiling or wall-mounted electric screen offering simple installation. 16:9. 58" x 104" 119" Diagonal. HD Progressive finish	\$3,049.71



1 **MSPACE AV Cabling & Hardware** \$71.43
 Stock Cables, connectors, hardware and job supplies.

Displays Total: \$3,121.14

Main Conference: Electric Screen Option Total: \$3,121.14

Main Conference: Manual Screen Option

QTY	DESCRIPTION	PRICE
-----	-------------	-------

Displays



1 **DA-LITE 74689** \$10.54
 Manual screen pull down rod



1 **DA-LITE 79884** \$550.29
 Da-Lite Wall mounted screen - Model C with CSR- 119" diagonal 58"x104" - HDTV -
 Matte White

Displays Total: \$560.83

Main Conference: Manual Screen Option Total: \$560.83

Permit Room

QTY	DESCRIPTION	PRICE
-----	-------------	-------

Displays



1 **CHIEF MTM1U** \$156.34
 Medium Fusion Micro-Adjustable Tilt Wall Display Mount (26-47" Displays)



1 **EXTRON HDMI ULTRA/12** \$64.29
 Ultra Flexible High Speed HDMI Cables - 12'



1 **MSPACE AV Cabling & Hardware** \$42.86
 Stock Cables, connectors, hardware and job supplies.



1 **PANASONIC TH43LFE8U** \$720.00
 Panasonic 43-inch Class Full HD LCD Display TH-43LFE8U

Displays Total: \$983.49

Permit Room Total: \$983.49

Project Subtotal: \$14,879.50

PRO SERVICES

Labor charges are based on the current Scope of Work (SOW) and discussed timeline. Changes to SOW and/or timeline may result in additional labor charges and travel fees. Delays due to construction are also subject to additional labor fees.

LABOR:

\$4,060.00

PROJECT SUMMARY

Equipment: \$14,879.50
Pro Services: \$4,060.00
Tax: \$1,156.88
Project Total: \$20,096.38
Estimated Monthly: * \$579.17
Lease Payment
(Includes 1 year Platinum MCare)

MCARE MANAGED SERVICES COVERAGE

ONE YEAR PLATINUM MCARE \$1,515.16

- | | |
|---|--|
| 1. Unlimited Help Desk Calls | 5. Monthly Reporting |
| 2. Unlimited on Site Service Calls | 6. VC Care (equipment firmware updates) |
| 3. Two Training Sessions and Training Materials | 7. Includes all Replacement Parts & Labor* |
| 4. One Preventative Maintenance Visit | |

*Does not include: Lamps, cables cords and connectors and accessories such as remotes and touch screen pens.

**Upon acceptance of MCARE platinum coverage, a formal contract will be submitted to you for approval and signature.

DECLINE PLATINUM MCARE COVERAGE

MCARE waiver: *By declining coverage I agree and understand that all labor repairs and/or replacement parts will be charged at MSPACE current rates after the 90 day warranty period expires. The warranty period begins on the day of project sign-off. I also understand that applicable trip fees and shipping fees may apply.*

TRAINING SESSION AND TRAINING MANUALS ONLY \$800.00

Client: Claire Bleser

Date

Contractor: MSPACE, Inc.

Date

By signing this proposal, I acknowledge and agree to the terms & conditions included with this proposal on the following page.

TERMS AND CONDITIONS

1. OFFER AND ACCEPTANCE - This proposal is subject to acceptance within 15 days unless otherwise specified on the document and is subject to the availability of the product listed. Clerical errors are subject to correction.

2. PAYMENT TERMS - The payment terms for MSpace, Inc. is 30 days from completion of your project.

3. DEPOSIT - A deposit of 50% is required on all orders of \$5,000 or more before the order is placed with the manufacturer(s).

4. DIFFERENT OR ADDITIONAL TERMS - MSpace, Inc. objects to the inclusion of any different or additional terms proposed by a buyer in his purchase order or other response to this offer, and if such different or additional terms are included in buyer's purchase order or other response, buyer's response will be considered as a counteroffer.

5. PRICE AND TERMS OF PAYMENT - Deposit and payment terms are as stated on the proposal. If construction delays result in a delay in installation, buyer is required to remit to MSpace, Inc. additional payment in such an amount as to bring total payments to 90% of the contract price. Buyer may hold 4% retainage for incomplete installation. Title to the merchandise passes to the Buyer when the full purchase price and all other charges under this agreement are paid in full. In the event of any default in payment, MSpace, Inc. has the right of repossession of all merchandise.

6. TAXES - Product and service prices include sales taxes, if applicable. Sales taxes will be included upon invoicing unless Buyer provides an exemption certificate with order.

7. CANCELLATIONS & CHANGES - Merchandise ordered can only be cancelled with the consent of MSpace, Inc. and re-stocking fees may apply.

8. RETURNS - Special order merchandise may be returned only if damaged in shipping. Damaged merchandise will be repaired to the satisfaction of Buyer or replaced.

9. DELIVERY & INSTALLATION - Buyer is responsible for any loss or damage at the job sites caused by weather, other trades or fire. Buyer assumes responsibility for the following costs:

- A. Special packaging & handling
- B. Overtime premiums on weekend or evening deliveries or installations.
- C. Costs caused by job-related delays such as job-site availability (elevator or construction delays) not under control of MSpace, Inc.
- D. Prevailing wage or union labor and related benefits in excess of MSpace, Inc.'s normal rates.
- E. Security and Insurance for furniture delivered to site.
- F. Installation of any power feeds or communication cables, as these are specifically excluded from this proposal.

10. TRAVEL CHARGES - Travel is charged in the form of a daily trip fee. Trip fees cover travel time, parking and mileage expenses and are based on a two person crew. Changes in installation schedule, SOW and construction delays may result in additional trip fees.

11. WARRANTY - MSPACE, INC. HEREBY ASSIGNS TO BUYER ALL ASSIGNABLE WARRANTIES OF THE MANUFACTURER OF THE PRODUCTS SOLD UNDER THIS AGREEMENT. MSPACE, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTS OR NONCONFORMITY. MSPACE, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS PROPOSAL, AND MSPACE, INC. NEITHER ASSUMES NOR AUTHORIZED ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY. NOTE: ORIGINAL PACKAGING MUST BE SAVED IN THE EVENT THAT A WARRANTY RETURN IS NEEDED. MSPACE ASSUMES NO RESPONSIBILITY ON VOIDED WARRANTIES DUE TO THE LOSS OF ORIGINAL PACKAGING.

Applications to the 2017 Citizens Advisory Committee

An unofficial ballot was distributed to board members to facilitate discussion at the January 4th board meeting. The ballot asked that board members select 13 applicants for the CAC. It also prompted comments on having a different number of CAC (or other consideration), in a comment box.

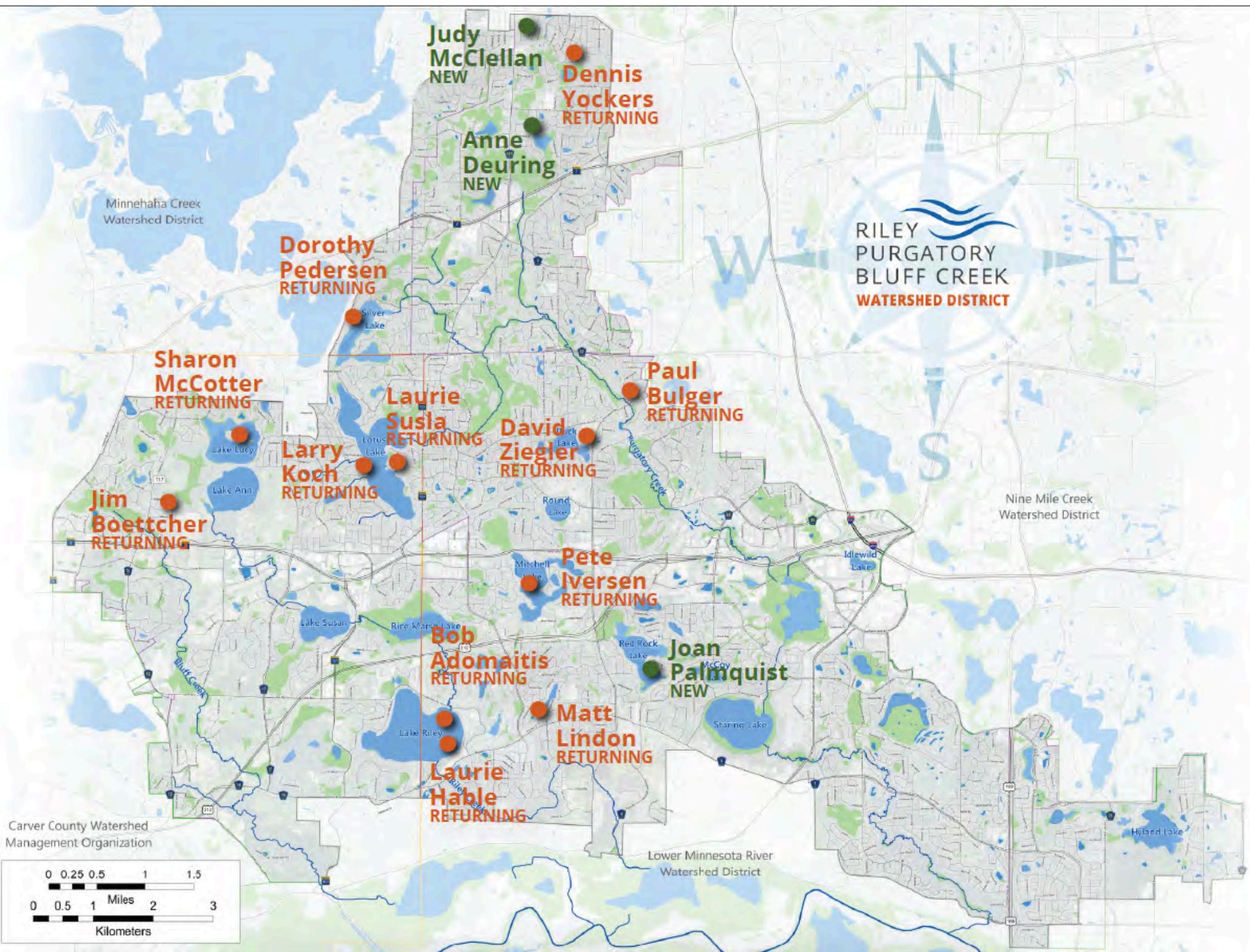
Below are 1) the tallies for each applicant and 2) the unedited comments from the comment boxes. The original CAC applications have also been included for reference.

1) Tallies for each applicant

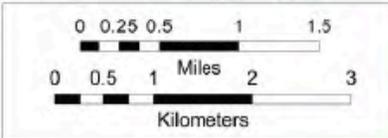
Applicant	New or returning	Votes for
Robert Adomaitis	Returning	II (2)
Jim Boettcher	Returning	IIII (5)
Paul Bulger	Returning	IIII (5)
Laurie Hable	Returning	IIII (5)
Peter Iversen	Returning	IIII (5)
Larry Koch	Returning	II (2)
Matt Lindon	Returning	IIII (5)
Sharon McCotter	Returning	IIII (5)
Dorothy Pedersen	Returning	IIII (5)
Laurie Susla	Returning	III (3)
Dennis Yockers	Returning	IIII (5)
David Ziegler	Returning	IIII (5)
Anne Deuring	New	IIII (4)
Judy McClellan	New	IIII (4)
Joan Palmquist	New	IIII (5)

2) Comments CAC number and other considerations

- I believe all 15 applicants should be appointed. If we only appoint 13, and include Anne Deuring and Judy McCellen, won't we have three members from the small area of Minnetonka? Please don't push others out for this addition.
- If the District is to move forward in fulfilling our goals to improve water quality and quantity and restore healthy ecosystems, we need a dedicated team to reach that end. The district needs a forward thinking, innovative CAC to be part of the team. Given that the district has exceptionally qualified staff with scientific degrees and experience (including our consultants), the district needs CAC members who are focused on the district's water quality vision, mission and goals. Current CAC members who continually second guess district decisions, exhibit a lack of trust, and find fault undermine the CAC's effectiveness and divert meeting time that could be spent developing the CAC's role to complement and support the district's efforts. I've checked off selections for members to move us forward.
- I don't think it's worth the political capital to argue this. There are bigger issues to deal with. We need to find another way to rein some advisors in.
- I would like to see participation from as many new people as possible.



Carver County Watershed Management Organization



RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

Nine Mile Creek Watershed District

Lower Minnesota River Watershed District

Minnehaha Creek Watershed District

Hyland Lake

Application:

Citizen Advisory Committee (CAC) Deadline: 28 Nov 2016

Name: **David Ziegler**

Address (if you are employed in the District, please list address of employment):

16729 Baywood Terrace, Eden Prairie, MN 55346

Email: david_ziegler@outlook.com Phone Number: **952-905-1889**

Which sub-- -

watershed are you part of? (example: Duck Lake, Riley Creek, etc. Don't know? leave blank)

Duck Lake

Why are you interested in becoming a Citizen Advisor for the Watershed District?

I am interested in maintaining and improving the water quality in Duck Lake and in my watershed district. I see residents doing things that can harm our water without knowing the consequences of their decisions and actions.

What do you hope to accomplish while serving on the committee?

I hope to learn what I can do to help educate myself and my fellow homeowners on best practices for maintaining and improving water quality.

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

I have a Mechanical Engineering Degree and an MBA from the University of Minnesota. I have managed many successful engineering projects. I have completed the Master Water Stewards course work and am working with the RPBCWD to get a grant approved for a Lakeshore restoration on Duck Lake. I am a past President and an active member of Duck Lake Home Owner's Association.

One of the roles of CAC members is to identify education needs in the community. What is one need, related to water, that you have seen?

Home owners and residents in Eden Prairie and the watershed district need to better understand how their landscaping and yard maintenance decisions and actions affect the quality of our lakes, creeks, and wetlands. People need to understand that what they do does matter and it is up to all of us to help manage our water resources.

Please send via email to mjordan@rpbcwd.org, or to the address below:
14500 Martin Drive, Suite 1500, Eden Prairie 55344



Application:
Citizen Advisory Committee (CAC)

deadline: 28 Nov 2016

Name: Dr. Dennis Yockers

Address (if you are employed in the District, please list address of employment): 3648 Hazelmooor Place, Minnetonka, MN 55345

Email: dennis.yockers@gmail.com

Phone Number: 952-807-7553

Which sub-watershed are you part of? (example: Duck Lake, Riley Creek, etc. Don't know? leave blank)

Staring Lake Subwatershed

Why are you interested in becoming a Citizen Advisor for the Watershed District?

I would like to share my natural resources management and education/outreach experience with the watershed district, especially providing citizen input regarding water resources management issues from the upper headwaters of the district.

What do you hope to accomplish while serving on the committee? I would like to help the district with analyzing water resource issues and recommending strategies for addressing those issues. Also, I would like to provide assistance education/outreach initiatives.

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

I worked with the Wisconsin Dept. of Natural Resources for 12 years coordinating the agency's natural resources and EE programs. I assisted with the development and implementation of numerous water resources programs (incl. groundwater and Project WET). I was a faculty member in the College of Natural Resources at the University of Wisconsin - Stevens Point for almost 20 years where I instructed numerous undergraduate/graduate courses and professional educator workshops in natural resources. Assisted RPBCWD with Project WET workshop. CAC member during 2016 focusing on education/outreach planning.

One of the roles of CAC members is to identify education needs in the community. What is one need, related to water, that you have seen? More understanding of the watershed district and related water resource issues by the general population which hopefully will lead to more involvement in district programs and initiatives. Enhance citizen monitoring opportunities in the district.

Please send via email to mjordan@rpbcd.org, or to the address below:
14500 Martin Drive, Suite 1500, Eden Prairie 55344



Application:
Citizen Advisory Committee (CAC)
deadline: 28 Nov 2016

Name: Laurie Susla

Address (if you are employed in the District, please list address of employment):
7008 Dakota Avenue, Chambrasson, MN 55317

Email: LSUSLA@MCHSI.COM Phone Number: 952-470-1275

Which sub-watershed are you part of? (example: Duck Lake, Riley Creek, etc. Don't know? leave blank)
Lotus Lake

Why are you interested in becoming a Citizen Advisor for the Watershed District?

I have been on the CAC for many years, and would like to continue in this role. I am interested in working with the CAC to provide citizen advising and comments to the Board of Managers of the District. I feel this is an important role, and a positive way for me to help impact water quality in my area.

What do you hope to accomplish while serving on the committee?

I hope to help the District continue to improve its financial reporting, project selection, and community relations.

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

I bring a historical perspective on the District, a business background, an understanding of the issues with the lakes in the District, and a dedication to the position.

One of the roles of CAC members is to identify education needs in the community. What is one need, related to water, that you have seen?

I think it would be great to further educate our city leaders on water issues and gain partnerships on projects to improve the waters people use most.

Application:

Citizen Advisory Committee (CAC)

Deadline: 28 Nov 2016

Name: Dorothy E. Pedersen

Address: 6155 Ridge Road, Shorewood, MN 55331

Email: d@naturesgardenLLC.com

Phone number: 9529332141

Which subwatershed are you part of? Silver Lake

Why are you interested in becoming a Citizen Advisor for the Watershed District?

Change does not happen without involvement—the rules to protect water resources must be strengthened, as well as better education of the public to prevent further loss of water quality.

What do you hope to accomplish while serving on the committee?

As a current CAC member, I remain steadfast in my desire to move the CAC into more productive territory: actual work in teaching/communication to the public; more volunteerism where it changes human behavior to protect and preserve ALL bodies of water in the watershed, not just one's own property.

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

I currently own and operate Nature's Garden LLC, a design and landscape installation firm. Business degree, landscape design degree, numerous classes in storm water management, native plants, shoreline buffers, and other BMPs. Current Master Water Steward (2015 class); Past volunteerism: past President of the Ramsey County Master Gardeners; Ten year U of M Tree Care Advisor program; past and current Board member of Association of Professional Landscape Designers; past Human Resource executive for a subsidiary of US Bank. Strengths: ability to communicate; ability to work through problems in an effective, professional manner; ability to organize volunteers and projects. My

biggest strength is my dedication to improving and preserving the environment—my life's work.

One of the roles of CAC members is to identify education needs in the community. What is one need, related to water, that you have seen?

The majority of the public does not understand that storm water ends up in our bodies of water; they also don't understand ground water—and we need to teach better use which limits waste of our essential resource.

To: Michelle Jordan

Application for Citizen Advisory Committee (CAC)

Name: Joan E. Palmquist
8905 Cove Pointe Road
Eden Prairie, MN 55347

I am NOT employed by the district

Email: Joan.Palmquist@outlook.com **Phone:** 952-829-5316 home
612-590-9965 cell

Which sub-watershed are you a part of? Red Rock

Why are you interested in becoming a Citizen Advisor for the Watershed District?

I see this as the next level of involvement in my own journey: moving from unaware, to aware, to active on water quality and achieving sustainable uses for the lakes in our community, and the role of the Watershed District. My husband and I attended a “Evening with the Watershed District” years ago, and from that became aware of and participated in programs like the Shallow Lakes Symposium, the tour of the watershed district, and we are recipients of a cost sharing grant for lakeshore restoration (planted in spring of this year). I just retired and now have time to get more involved in topics of interest to me—like this.

What do you hope to accomplish while serving on this committee?

I hope to help educate and engage more members of our community in the importance of preserving our water quality, the vital role the watershed districts play in this important work, and what individuals can do.

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

- Marketing and research consultant for nearly 40 years, with skills to conduct and analyze survey research as well as understand data and make it tell a story. (Retired EVP from GfK)
- Journalism training, grant writing experience
- General business management experience, (running meetings, goal setting, strategic planning, team building, writing, MS Office tools, etc.)
- Interest, enthusiasm and energy for the topic

One of the roles of CAC members is to identify education needs in the community. What is one need related to water, that you have seen?

I see a need for education and awareness building on issues related to what individuals can do.

At the first "Evening with the Watershed" I came away with a much better understanding of the ecosystem of our shallow lake, and several ideas of things we could do like aerating, letting the grass grow longer, etc. I believe education is critical to make people aware of the big picture, but also of what they can personally do to have an impact. I'd like to help improve education and awareness, especially of those who live directly on the lakes.

This could involve, for example, articles or letters to the editor in the local papers, or a column on what people can be doing at certain times of the year, or additional survey analysis.

In addition, there are several large landscaping companies that serve our community (like C'N R) and it might be worthwhile to talk with them about including educational materials to their clients, or improved practices (e.g. cut grass longer) as part of their offerings.

Application: Citizen Advisory Committee - 2017

Name: Sharon McCotter

Address: 7000 Utica Lane – Chanhassen, MN - 55317

Email: Sharon.a.mccotter@wellsfargo.com

Phone number: 952-934-2440

Which sub-watershed are you part of? Lake Lucy

Why are you interested in being a Citizen Advisor for the Watershed District?

I believe the Citizen Advisor group needs to be a group that represents the diverse opinions of our community around water issues. As a current member of the CAC, I observe several CAC members that see the CAC role as one of auditor of the watershed practices. I have a different view of the role. I see the role as being clear on what the managers and staff are trying to achieve and supporting those efforts even if I may not always agree with the decisions.

With that said I am interested in staying involved as a CAC to ensure a balanced citizen perspective, to continue to educate myself on local water issues and to continue to work on improvements to the CAC infrastructure allowing us to be more efficient and more effective.

What do you hope to accomplish while serving on this committee?

- Continued learning and sharing at appropriate levels within my community
- Foster an environment of respect for diverse opinions
- Continued improvement of CAC infrastructure i.e. meeting protocol's, on-boarding new CAC members, balancing CAC action with CAC education
- Awareness of volunteer opportunities

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

- As vice chair, I've been responsible to help with agenda creation, minute review and meeting facilitation
- Strong organizational skills
- Reliable
- Long standing member of CAC (6+ years)
- Completed the education portion of Master Water Steward Capstone project with David Ziegler; project itself will be completed in Spring 2017 (learned a lot about process and how to work with a group of citizens outside my neighborhood)
- Developing stronger water resource network

One of the roles of CAC members is to identify education needs in the community. What is one need, related to water, that you have seen?

While there are lots of resources, it's often daunting for the average person to know where to go for answers. Many people are curious about rules, laws, etc. but are reluctant to ask, fearing there will be a spotlight on them and their property going forward. Past experiences with the DNR have not proved fruitful and have actually caused folks to take aversive action. *How do we provide a safe haven for folks to ask questions so they are armed with good information when making water related decisions?*

There needs to be a written concise way of explaining jurisdiction and whose rules take precedent over others. If it's not crystal clear to all of us and there may be a perception that there is no "safe haven" to ask questions, we aren't really fostering the spirit of compliance even when folks might want to comply.

Please send via email to mjordan@rpbcwd.org, or to the address below:
14500 Martin Drive, Suite 1500, Eden Prairie 55344



Application:
Citizen Advisory Committee (CAC)
deadline: 28 Nov 2016

Name: Judy McClellan

Address (if you are employed in the District, please list address of employment):

17408 Manor Road

Email: mcclellan54@msn.com Phone Number: 612-236-3217

Which sub-watershed are you part of? (example: Duck Lake, Riley Creek, etc. Don't know? leave blank)

Purgatory

Why are you interested in becoming a Citizen Advisor for the Watershed District?

Because I want to put my knowledge to use to help & I love learning.

What do you hope to accomplish while serving on the committee?

Learn more & help preserve our watershed.

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

I was a Naturalist for 12 years. I work as a special educator for Minnetonka Public Schools and these positions give me strong skills in natural history, communication and problem solving.

One of the roles of CAC members is to identify education needs in the community. What is one need, related to water, that you have seen?

Educating citizens that they are part of a watershed and that activities that they do have an impact on their local watershed & water quality.

Application:
Citizen Advisory Committee

Name: Matt Lindon

Email: matt.lindon@gmail.com

Phone Number: 612-812-4418

Which sub--watershed are you part of?

Riley Creek,

Why are you interested in becoming a citizen advisor for the Watershed District?

Technical background in water quality, strong understanding water issues across the state.
I have the prospective of home owner who owns Stormwater pond shore land.

What do you hope to accomplish While serving on the committee?

Make helpful suggestion to the board and offering expertise if asked.

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

- Three years of experience on the CAC
- One Year experience on the TAC
- Collaborator and positive about water quality
- Recently completed the Master Water Stewart class through the watershed
- An experienced limnologist with the MPCA
 - TMDL's
 - Lake Restoration
 - Blue Green Algae
 - Lake and River Eutrophication
 - Surface Water Assessment

One of the Roles of CAC members is to identify Education needs in the community.

What is one need, related to water, that you have seen?

Examples that draw people in to make their own water friendly decisions. I feel like we have huge opportunity to make improvements individual home water use and landscape practices.

Please send via email to mjordan@rpbcwd.org, or to the address below:
14500 Martin Drive, Suite 1500, Eden Prairie 55344



Application:
Citizen Advisory Committee (CAC)
deadline: 28 Nov 2016

Name:

Address (if you are employed in the District, please list address of employment):

Email:

Phone Number:

Which sub-watershed are you part of? (example: Duck Lake, Riley Creek, etc. Don't know? leave blank)

Why are you interested in becoming a Citizen Advisor for the Watershed District?

What do you hope to accomplish while serving on the committee?

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

One of the roles of CAC members is to identify education needs in the community. What is one need, related to water, that you have seen?

Please send via email to mjordan@rpbcwd.org, or to the address below:
14500 Martin Drive, Suite 1500, Eden Prairie 55344



Application:
Citizen Advisory Committee (CAC)
deadline: 28 Nov 2016

Name: Peter Iversen

Address (if you are employed in the District, please list address of employment):

Email: petegiversen@yahoo.com

Phone Number: 952-934-2454

Which sub-watershed are you part of? (example: Duck Lake, Riley Creek, etc. Don't know? leave blank)

We have lived on Mitchell Lake for 30 years

Why are you interested in becoming a Citizen Advisor for the Watershed District?

Communication to and from Michell Lake homeowners assn currently President, and an officer of The Mitchell Lake assn it helps all of us if I am on the Cac because It makes communication happen, I have helped to work for all and get along with the many factions .Pete

What do you hope to accomplish while serving on the committee?
Improve communications between all groups

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

I have worked in many groups and organizations to lead, and foster best practices and respect for all.

One of the roles of CAC members is to identify education needs in the community. What is one need, related to water, that you have seen?

Education at the local level using the talent we already have to communicate and educate at several levels

Please send via email to mjordan@rpbcwd.org, or to the address below:
14500 Martin Drive, Suite 1500, Eden Prairie 55344



Application:
Citizen Advisory Committee (CAC)
deadline: 28 Nov 2016

Name: Laurie W. Hable

Address (if you are employed in the District, please list address of employment):

9501 Highview Drive Eden Prairie, MN 55347

Email: habhocky@59@gmail.com Phone Number: 515-681-5636

Which sub-watershed are you part of? (example: Duck Lake, Riley Creek, etc. Don't know? leave blank)

Why are you interested in becoming a Citizen Advisor for the Watershed District?

Hope to continue my service as a CAC member

What do you hope to accomplish while serving on the committee?

Continue to help learn more about our watershed. Reach out more to the public to educate them on water issues.

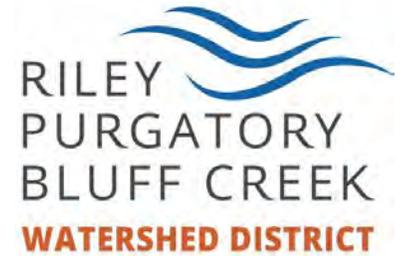
What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

2 year member of the CAC

One of the roles of CAC members is to identify education needs in the community. What is one need, related to water, that you have seen?

- more education in terms of ground water

Please send via email to mjordan@rpbcd.org, or to the address below:
14500 Martin Drive, Suite 1500, Eden Prairie 55344



Application: Citizen Advisory Committee (CAC)

deadline: 28 Nov 2016

Name: [Anne Deuring](#)

Address (if you are employed in the District, please list address of employment):

[17149 Chiltern Hills Road](#)
[Minnetonka, MN 55345](#)

Email: adeuring@comcast.net

Phone Number: [952-938-4193](tel:952-938-4193)

Which sub-watershed are you part of? (example: Duck Lake, Riley Creek, etc. Don't know? leave blank)

[Staring Lake](#)

Why are you interested in becoming a Citizen Advisor for the Watershed District?

[Protecting water is an environmental issue in which every individual can participate and make a difference.](#)

What do you hope to accomplish while serving on the committee?

[I would like to help implement more/better communication to all residents in the watershed about methods of preventing runoff into water bodies.](#)

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

[I am passionate and persistent about clean water. I am a retired Landscape Architect.](#)

One of the roles of CAC members is to identify education needs in the community. What is one need, related to water, that you have seen?

[We need to educate on more effective methods of keeping debris from going down storm drains.](#)

Application for Citizen Advisory Committee (CAC)

Name: Paul Bulger

Email: paul.bulger@bsci.com

Phone: 952-933-2382

Which sub-watershed are you a part of?

Purgatory Creek

Why are you interested in becoming a Citizen Advisor for the Watershed District?

I have been a life-long enthusiast of spending time outdoors and concerned about protecting earth's natural resources. I greatly enjoy the various city, county, state and national parks and other preserved lands. In particular, I appreciate that the Twin Cities metro area has an abundance of lakes, creeks and rivers, with good public access. My present home and backyard abuts the Timber Creek Conservation Area along Purgatory Creek. I frequently enjoy spending time viewing the Conservation Area, which is a great floodplain and vegetated area, with abundant wildlife. I also regularly use the trail system and kayak in the lakes, so think it is important to protect these resources.

What do you hope to accomplish while serving on this committee?

I would like to see the Watershed District continue to protect this valuable resource by maintaining responsible regulations to oversee development and land use in sensitive areas. Further, I feel it is important to have effective programs to educate the public about responsible water protection, to help a large segment of society to appreciate how their daily behaviors affect watershed protection. I am looking to use my technical skills and understanding of the regulatory process to help the District protect resources, while working with residents to find the right balance between varied interests.

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

My background includes a valuable mix of expertise with the natural sciences and government regulations. I obtained a BS in Geology and MS in Hydrogeology. The initial part of my career was in the area of groundwater protection, working in the environmental field for 13 years. I have continued to work with regulations for the past 15 years. This combined experience gives me solid skills to understand the District mission and help to protect creeks, rivers and lakes. I would also like to use my experience with groundwater protection to enhance the groundwater protection elements within the 10-year Plan. I have been a member of CAC in 2015 and 2016, and given the time it takes to understand the Watershed history, would like to continue contributing to the watershed.

One of the roles of CAC members is to identify education needs in the community. What is one need related to water, that you have seen?

Develop RPBCWD water resources information that is readily available and easy to understand to help the general public be aware of the lakes and creeks, what monitoring and restoration programs have been completed, and elevate a shared concern about protecting the resources for the future.

Please send via email to mjordan@rpbcwd.org, or to the address below:
14500 Martin Drive, Suite 1500, Eden Prairie 55344



Application:
Citizen Advisory Committee (CAC)
deadline: 28 Nov 2016

Name: Jim Boettcher

Address (if you are employed in the District, please list address of employment):
7476 Crocus Court Chanhassen, MN 55317

Email: jaboettch1@aol.com

Phone Number: 612-201-4381

Which sub-watershed are you part of? (example: Duck Lake, Riley Creek, etc. Don't know? leave blank)
Bluff Creek

Why are you interested in becoming a Citizen Advisor for the Watershed District?

Have been involved in lake/stream related issues for over 30 years, as a member of several different advisory committees and commissions in 5 states. Would like to continue that involvement to help solve water related issues in the district.

What do you hope to accomplish while serving on the committee?

Review all current and future projects in the district; take input from the public on pressing issues; provide guidance to district managers on project objectives.

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

Past experience with other watershed management organizations, ability to work with others in resolving issues, personal desire to see improvement in water related issues.

One of the roles of CAC members is to identify education needs in the community. What is one need, related to water, that you have seen?

Need to work with lake organizations to limit amount of contaminants introduced into area lakes, including input from watershed district staff and research groups.

Please send via email to mjordan@rpbcwd.org, or to the address below:
14500 Martin Drive, Suite 1500, Eden Prairie 55344



Application:
Citizen Advisory Committee (CAC)

deadline: 28 Nov 2016

Name: [Robert Adomaitis](#)

Address (if you are employed in the District, please list address of employment):

[9503 Highview Drive](#)
[Eden Prairie, MN 55347](#)

Email: badomaitis@hotmail.com

Phone Number: [952-463-5645](tel:952-463-5645)

Which sub-watershed are you part of? (example: Duck Lake, Riley Creek, etc. Don't know? leave blank)

[Riley Lake](#)

Why are you interested in becoming a Citizen Advisor for the Watershed District?

Presently I am a member of the CAC. I am interested in preserving and improving the water quality of all the lakes in the watershed in order to provide the greatest recreational benefit to all of the stakeholders that use the lakes. This goes beyond the lakeshore owners and includes the thousands of people per year who fish, swim, boat, paddle, ski/wakeboard, bird watch, or otherwise use these lakes for recreation. I've heard the mayor of Eden Prairie refer to the lakes within Eden Prairie as the "crown jewels" of the city. I agree with her and am committed to their health.

What do you hope to accomplish while serving on the committee?

By providing input into the decision-making process of the Board of Managers and the Staff of the RPBCWD I hope to assist them in making the best use of the limited funds available for water quality improvement projects. I also hope to draw on my 42 years of working at the corporate level of three of the Twin Cities largest companies to help the RPBCWD continuously improve their internal processes in order to assure the taxpayers of the district that they are being good stewards of their money.

What are the strengths and/or qualifications you can bring to help this committee fulfill its goals?

I have an undergraduate degree in biology with a minor in chemistry. I have 42 years of experience in dealing with regulatory agencies that includes: MPCA, US EPA, OSHA, SCAQMD, and a host of other state and local agencies. I have been involved in the Lake Riley Improvement Association activities for many years, and are currently serving as president. Being a member of the CAC is another way for me to assure the LRIA that they have a "seat at the table".

One of the roles of CAC members is to identify education needs in the community. What is one need, related to water, that you have seen?

The need for ever more education on preventing the spread of aquatic invasive species.



7699 Anagram Drive
Eden Prairie, MN 55344

PHONE 952-937-5150
FAX 952-937-5822
TOLL FREE 888-937-5150

www.westwoodps.com

MEMORANDUM

Date: December 21, 2016

Re: **Hy-Vee Development – Rule J Discussion
Eden Prairie, Minnesota
No. 0008165**

To: Claire Bleser, Administrator

From: Daniel Parks, PE

Introduction

Hy-Vee plans on developing a small-scale grocery and gas station at the northwest corner of Pioneer Trail and Hennepin Town Road in Eden Prairie, Minnesota. The project site is within the Riley Purgatory Bluff Creek Watershed District.

This memorandum briefly presents the project, the development history of the site and surrounding area, and requests that the Watershed provide direction on the administration of Rule J – Stormwater Management Item 3.1a. Or alternatively, provide guidance on whether this project should apply for a variance from the strict interpretation of this rule.

We are asking that this item be placed on the Watershed's January 4, 2017 for discussion with the Board of Managers. Hy-Vee staff and Westwood staff will be in attendance at the meeting to present this request and answer any questions.

Project Site and Background

The subject site is shown on Exhibit 1 and is approximately 4-acre in size. The land is undeveloped with the exception of a bituminous parking area on the north side that serves an existing retail strip center. As shown in the exhibit, the general drainage pattern of the site is easterly towards Hennepin Town Road. East of that road is a regional pond (See Exhibit 2) that takes runoff from this site and other surrounding areas before discharging into the Highway 169 Right-of -Way.

The subject site was part of a larger master development named Bluff Country Village that included residential housing to the north and west of the site and commercial development pads to the west (now a daycare and pharmacy). That plan is shown in Exhibit 2. As part of the master development a regional pond was constructed to



accommodate peak runoff conditions for the 27.7-acre master plan. The regional pond is within a public drainage and utility easement and the city of Eden Prairie has assumed maintenance responsibility of the ponding area.

In August of 2016, Hy-Vee submitted an application to the City of Eden Prairie that included the site plan shown in Exhibit 3. The proposed project included a below-ground vault to provide infiltration and water quality benefits. A key stormwater assumption made with the city submittal was that the regional pond would be utilized for stormwater storage and rate control assuming that the subject site was being developed in general accordance with the impervious area identified in the earlier master plan. While it is understood that the design rainfall volumes have increased in recent years, it was assumed that the regional pond would be utilized for the previous 100-year rainfall events (6.1 inches in 24 hours) and additional storage would be designed into the subject site for the current 100-year rainfall events (7.4 inches in 24 hours).

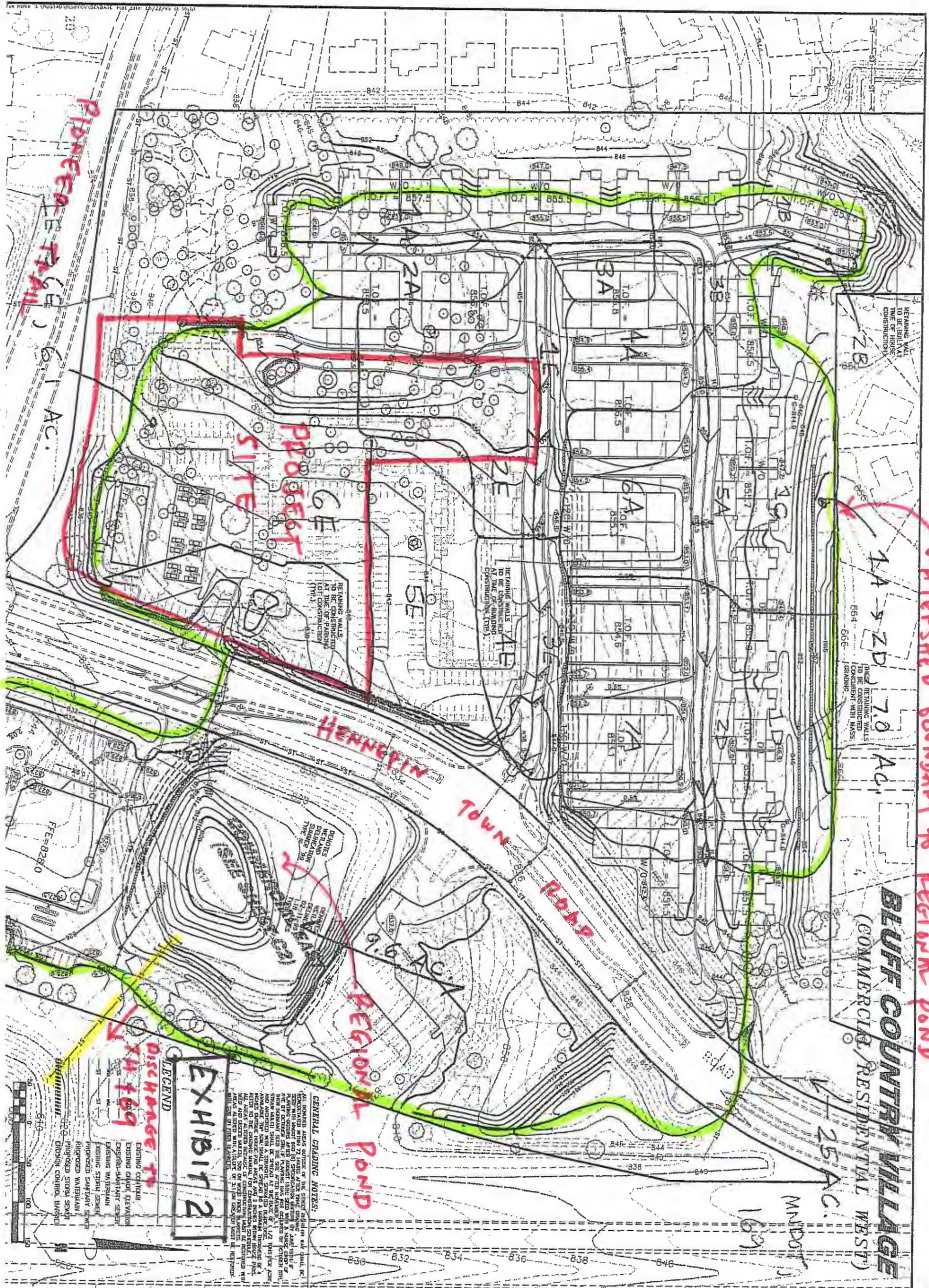
Subsequent to discussions with watershed staff we have learned that the District does not allow off-site storage for rate control and that all rate discharge restrictions and storage need to be on the subject property regardless of whether or not a master plan was previously constructed for the future developments.

From a stormwater storage and water quality perspective, the existing regional pond will provide the desired benefits required by the watershed rules (i.e., rate control and treatment). In addition, the use of the regional pond for stormwater storage (rather than onsite storage) will still secure all benefits of the Rule J - Policy Benefits including Policy 1.9 requiring “governmental entities and developers to manage runoff effectively”. From a cost perspective, the estimated additional cost to install a below-ground stormwater vault (for stormwater storage only) instead of utilizing the regional pond is \$150,000.

Request

As identified in the Introduction section above, Hy-Vee is requesting that the Board of Managers consider how Rule J – Stormwater Management, Item 3.1a is being interpreted and administered. It is hoped that the rule can be interpreted to allow off-site storage in the case of land being part of a master plan (including stormwater updates for new rule requirements, if applicable). If that perspective is not acceptable, Hy-Vee would appreciate direction on whether or not the circumstances of this project would qualify for a Variance Request.

Please contact Daniel Parks at (952) 906-7435 with any questions or comments. Thank you.



PROPOSED TRAIL, 6.1 AC.

PROJECT SITE

HENNEPIN TOWN ROAD

REGIONAL POND

BLUFF COUNTRY VILLAGE
(COMMERCIAL/RESIDENTIAL WEST)

WATERSHED BOUNDARY TO REGIONAL POND

14.9 ZD, 7.0 AC.

25 AC.

EXHIBIT 2

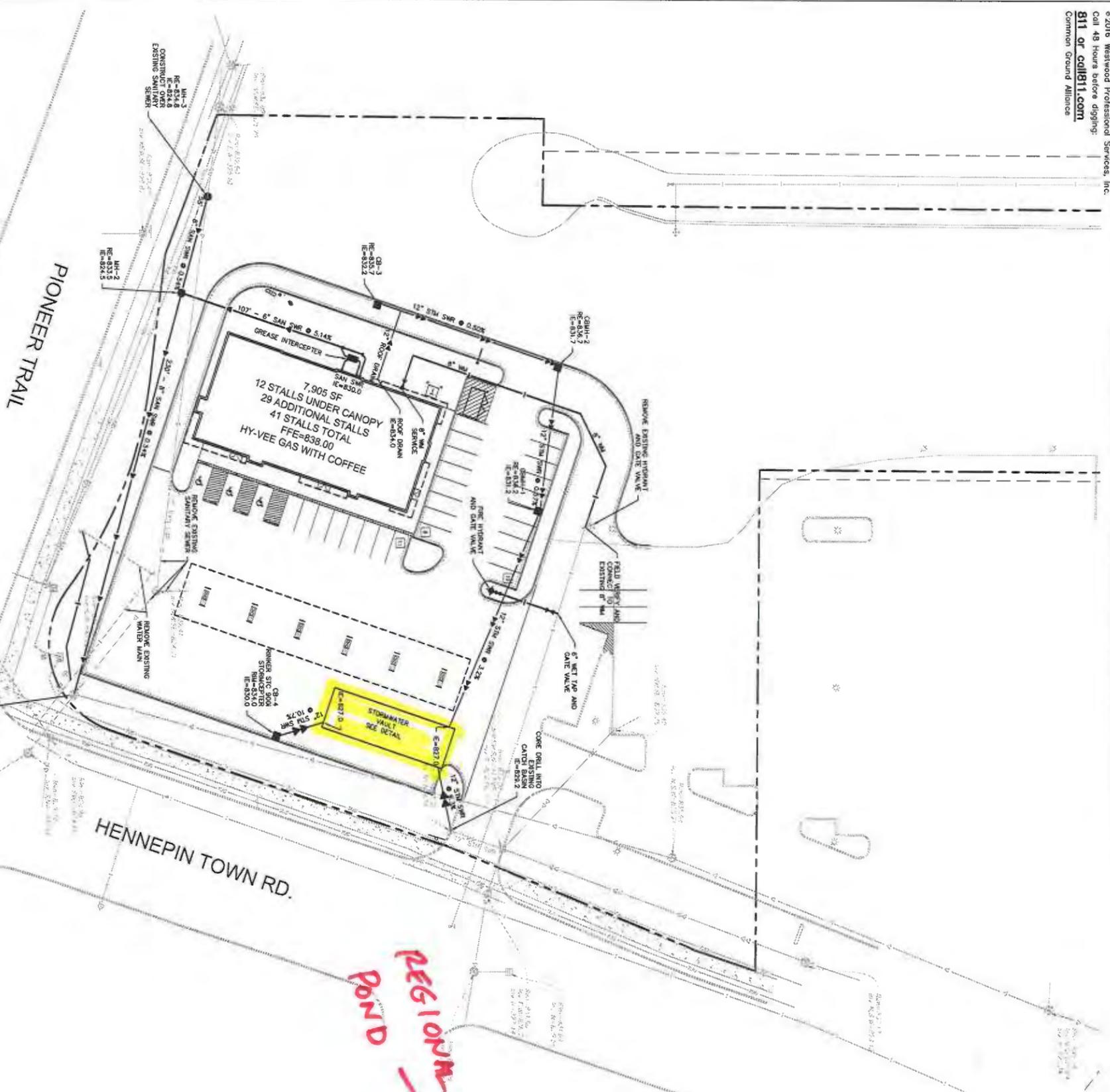
LEGEND

- Discharge to Pond
- EXISTING CONTOUR
- EXISTING DRIVE/DEVELOPMENT
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

GENERAL GRADING NOTES:

ALL EXISTING GRADE SURFACES OF THE PROJECT SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. ALL NEW GRADE SURFACES SHALL BE FINISHED TO THE GRADE SHOWN ON THIS PLAN. ALL GRADE SURFACES SHALL BE FINISHED TO THE GRADE SHOWN ON THIS PLAN. ALL GRADE SURFACES SHALL BE FINISHED TO THE GRADE SHOWN ON THIS PLAN. ALL GRADE SURFACES SHALL BE FINISHED TO THE GRADE SHOWN ON THIS PLAN.

SHEET TITLE: BLUFF COUNTRY VILLAGE FINAL GRADING PLAN PREPARED FOR: HUSTAD LAND COMPANY 11000 WEST 76TH STREET SUITE 101 EDEN PRAIRIE, MN 55344 PHONE: (612) 941-4353 FAX: (612) 941-5744	PREPARED BY: HEDLUND PLANNING ENGINEERING SURVEYING 2005 PIN OAK DRIVE EAGAN, MINNESOTA 55122 PHONE: (651) 405-8800	CERTIFICATION: I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the Laws of the State of Minnesota. Randall C. Hedlund, Minn. No. 19576	REVISIONS		
			PROJECT NUMBER: 982053	REMARKS REVISION NO. DATE BY 1 11/21/99 2 01/21/00 3 01/17/00	SHEET NUMBER: C2A



General Utility Notes

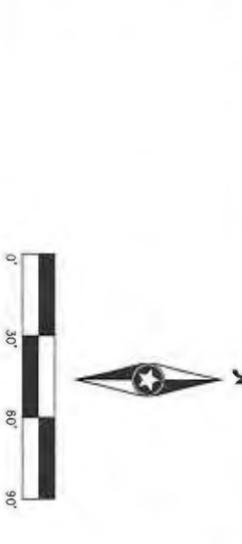
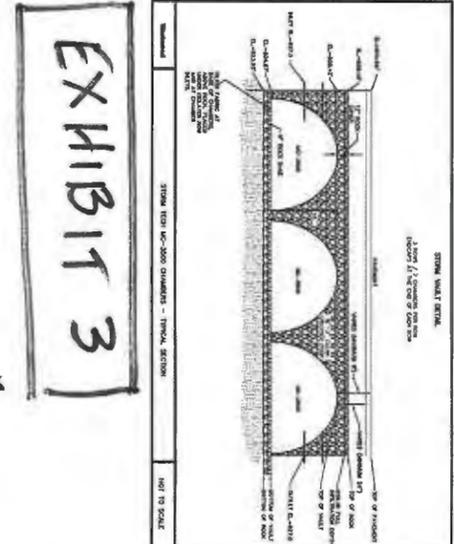
1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORD DRAWINGS, FIELD SURVEY DATA, AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SANITARY SEWER, STORM SEWER AND WATER MAIN INSTALLATIONS SHALL BE PER MINNESOTA PLUMBING CODE AND IN ACCORDANCE WITH THE CURRENT EDITION OF STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND STANDARD SPECIFICATIONS FOR SANITARY SEWER INSTALLATION AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF SUCH PERMITS UNLESS OTHERWISE ARRANGED WITH THE OWNER.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF BUILDINGS, RAMPS, TRUCK DOCKS, FREIGHT DOORS, ETC. AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
5. ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE SHOWN ON THESE PLANS. THE CONTRACTOR SHALL CONSTRUCT WITH THE UTILITY COMPANIES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48 HOURS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL RECORD WITH THE UTILITY CONSTRUCTION OR RECORD WITH THE CITY ENGINEERS ASSOCIATION OF MINNESOTA. OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. WATER MAIN LENGTHS AS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL ALLOW FOR ADDITIONAL PIPE WHEN INSTALLING OR SIZES OR WHEN DETAILING. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONSTRUCT WITH THE UTILITY COMPANIES. MANUFACTURERS OR BY LOCAL GOVERNING SPECIFICATIONS, FITTINGS REQUIRED TO CONSTRUCT CONNECTIONS SHALL BE INCLUDED IN WATER MAIN CONSTRUCTION.
8. PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARDS REQUIREMENTS.
9. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER MAIN CROSSINGS WITH SANITARY SEWER OR STORM SEWER.
10. UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
11. ALL UTILITIES SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
12. ALL WATER LINES SHALL BE CAST IRON V-RIBBED IN POLYETHYLENE CLASS 52 WITH 7.5" MINIMUM COVER. PROVIDE MINIMUM SEPARATION OF 18" FROM SANITARY SEWER & STORM SEWER. INSULATE WATER MAIN IF LESS THAN 7.5' OF COVER.
13. INSULATION SHALL BE DOW STYROFOAM H BRAND 35 OR EQUIVALENT, WITH 4 INCHES OF THICKNESS.
14. SANITARY SEWER PIPE OUTSIDE THE BUILDING ENVELOPE SHALL BE POLYVINYL CHLORIDE (PVC) 30R 35 OR 26 AND SHALL MEET REQUIREMENTS OF ASTM D2034. 30R 26 IS REQUIRED FOR DEPTHS GREATER THAN 19 FEET. SANITARY SEWER PIPE SHALL BE 12 INCH IN SIZE UNLESS OTHERWISE NOTED. PIPE SHALL BE PVC SCHEDULE 40 AND SHALL MEET REQUIREMENTS OF ASTM D1785. DR PIPE SHALL HAVE NEOPRENE GASKETS.
15. STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE (CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED) WITH R-4 INSULATION UNLESS OTHERWISE NOTED. PIPE SHALL BE 12 INCH IN SIZE UNLESS OTHERWISE NOTED. PIPE SHALL BE PVC SCHEDULE 40 AND SHALL MEET REQUIREMENTS OF ASTM D1785. PLANNED END SECTIONS SHALL BE RCP WITH TRASH GUARDS & RPP-14P.
16. POST INDICATOR VALVES SHALL BE COW F-5750 (OR EQUIVALENT) METRIC ANNA STANDARD C950 AND CITY STANDARDS. VALVE TO BE MECHANICAL JOINT RESISTANT WEDGE GATE VALVE. POST TO BE ACCORDABLE FOR 8" STEEL WATER MAIN DEPTH. THE POST SHALL BE 1/2" DIA. STEEL PIPE WITH 1/2" DIA. RCP (OR EQUIVALENT).
17. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL SUBMIT AN AS-BUILT RECORD OF UTILITY CONSTRUCTION TO THE CITY. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH OF ALL UTILITIES, CHANGES TO THE PLAN, WATER MAIN AND SANITARY SEWER CONSTRUCTION ELEVATIONS IS REQUIRED.
18. INSTALL SINGLE TRUNK-12 GA. TRACES WIRE WITH 1/2" DIA. HOLES TO BE DRILLED THROUGH CONCRETE TO BE EXTENDED IN CONDUIT TO 6" ABOVE GROUND SURFACE AT FIRE HYDRANTS AND SHALL BE CONNECTED TO A 6'0" X 1/2" DIA. RIG AT CONNECTION TO MAIN AND AT DEAD ENDS. EXTEND TRACES INTO BUILDINGS AT CONNECTIONS.
19. PROVIDE YEAR ROUND ACCESS TO GREASE INTERCEPTOR FOR INSPECTION AND CLEANING.

Utility Legend

EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE
---	---	LOT LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	SANITARY SEWER
---	---	SANITARY SEWER FORCE MAIN
---	---	WATER MAIN
---	---	HYDRANT
---	---	GAS
---	---	UNDERGROUND ELECTRIC
---	---	OVERHEAD ELECTRIC
---	---	UNDERGROUND TELEPHONE
---	---	OVERHEAD TELEPHONE
---	---	TELEPHONE FIBER OPTIC
---	---	CABLE TELEVISION
---	---	DRAIN TILE
---	---	GATE VALVE
---	---	FLARED END SECTION (WITH RIFRAP)
---	---	LIGHT POLE
---	---	VERTICAL UTILITY SEPARATION
---	---	CLEANOUT
---	---	CURB STOP

Site Lighting Notes

1. NOTIFICATION: CONTRACTOR SHALL NOTIFY HY-VEE A MINIMUM OF 60 DAYS PRIOR TO THE ANTICIPATED DATE OF INSTALLATION.
2. MATERIAL OWNER WILL PURCHASE SITE LIGHTING MATERIALS. THOSE MATERIALS INCLUDE THE FOLLOWING FIXTURES WITH LAMPS, TRUNK POLE, ANCHOR BOLTS AND UNIFORMS. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONSTRUCT WITH THE UTILITY COMPANIES. INSPECT ALL PACKAGES FOR EXTERIOR DAMAGE BEFORE THE CARRIER LEAVES THE SITE. AND NOTIFY OWNER'S REPRESENTATIVE WITH INFORMATION ON THE SHIPMENT. RETURN A COPY OF THE PACKING LIST TO HY-VEE WITHIN SEVEN DAYS AFTER RECEIPT OF THE MATERIALS WITH NOTES REGARDING ANY DAMAGED GOODS OR THE LACK OF DAMAGE.
3. STORAGE OF MATERIALS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR STORAGE AND PROTECTION OF ALL SITE LIGHTING MATERIALS, AND FOR INSTALLATION OF A FUNCTIONING SYSTEM WHICH MEETS HY-VEE'S APPROVAL.
4. CONDUIT AND WIRE: CONDUIT AND WIRE FOR SITE LIGHTING SHALL BE SIZED BY THE GENERAL CONTRACTOR AND APPROVED BY HY-VEE.
5. TESTING: A MINIMUM OF 30 DAYS BEFORE THE STORE'S GRAND OPENING, THE CONTRACTOR SHALL CONDUCT A 100 HOUR CONSECUTIVE TEST OF THE SITE LIGHTING SYSTEM. THIS IS INTENDED TO EXPOSE BURNEED OUT LAMPS OR OTHER PROBLEMS WHILE ELECTRICALS AND EQUIPMENT ARE STILL ON SITE. HY-VEE SHALL BE NOTIFIED WITH THE RESULTS OF THIS TEST AS SOON AS POSSIBLE SO REPLACEMENT MATERIALS CAN BE OBTAINED IF NECESSARY.
6. WIRING INFORMATION: SEE SHEET E-1 FOR CIRCUIT AND PANEL ASSIGNMENTS. A WIRING DIAGRAM FOR THE PARKING LOT LIGHTS IS REQUIRED FOR FUTURE REFERENCE. NAME EDITS ON SITE UTILITY PLAN AND RETURN TO OWNER WITH AS-BUILT NOTES.
7. REFER TO FUTURE AND POLE BASE DETAIL THIS PAGE.



REVISION	DATE

Westwood
 Professional Services, Inc.
 Phone (952) 937-5150 7665 Anagram Drive
 Fax (952) 937-5151 22991-131 (55)
 Toll Free (888) 937-5150 westwoodpsc.com
 Westwood Professional Services, Inc.

LOCATION:
EDEN PRAIRIE HY-VEE GAS
EDEN PRAIRIE, MINNESOTA
EMPLOYEE OWNED
 HY-VEE, INC.
 5820 WESTOWN PARKWAY
 WEST DES MOINES, IOWA 50266
 TELEPHONE: (515) 267-2800
 FAX: (515) 267-2935

1. Study carefully the title and the project description. The project description shall be used as a guide for the project. The project description shall be used as a guide for the project. The project description shall be used as a guide for the project.
 Daniel M. Pichler
 Date: 08/26/16 License No. 18919

PRELIMINARY
 UTILITY PLAN
 DATE: 08/26/16
 SCALE: 1" = 30'
 SHEETS: 08/26/16
C5.0