



MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

Meeting: Board of Managers
Meeting date: 9/11/2025
Agenda Item #: 11.2
Action type: Action

| | | |
|-------------------------------|---|---|
| Title: | Authorization to Contract for Temporary Fencing at 325 Blake Road | |
| Resolution number: | 25-051 | |
| Prepared by: | Michael Hayman (952) 471-8226 mhayman@minnehahacreek.org | |
| Reviewed by: | Gabe Sherman, Senior Planner-Project Manager | |
| Recommended action: | The Board of Managers authorizes the District Administrator to execute a contract with Biffs Inc. for installation of temporary fencing at 325 Blake Road. | |
| Schedule: | September 2025 – installation of temporary fencing | |
| Budget considerations: | Fund name and code: 325 Blake Road Stormwater Mgmt 3145-4550 Fund budget: \$2,150,000 2025 expenditures to date: \$8,775.35 Requested amount of funding: NTE of \$16,000 | |
| Past Board action: | Res # 20-066 | Authorization to Execute a Cooperative Agreement with the City of Hopkins for Coordinated Planning, Improvements and Development for 325 Blake Road |
| | Res # 20-067 | Authorization to Release the Request for Proposals for Design Services for 325 Blake Road Stormwater Management and Site Restoration |
| | Res # 20-091 | Authorization to Contract for Design Services for the 325 Blake Road Regional Stormwater and Greenway Project |
| | Res # 21-063 | Acceptance of 30% Design for 325 Blake Road Restoration and Redevelopment |
| | Res # 21-075 | Approval of Phase II Design Contract for 325 Blake Road Restoration and Redevelopment |
| | Res # 22-010 | Approval of 60% Design for 325 Blake Road Restoration and Redevelopment |
| | Res # 22-023 | Approval of the 325 Blake Road Real Estate Purchase Agreement |
| | Res # 22-040 | Approval of the First Amendment to the 325 Blake Road Real Estate Purchase Agreement |
| | Res # 23-026 | Approval of Final Design for the 325 Blake Road Regional Stormwater and Greenway Project |
| | Res # 23-066 | Approval of the Second Amendment to the 325 Blake Road Purchase and Sale Agreement |
| | Res # 24-037 | Approval of the Third Amendment to the 325 Blake Road Purchase and Sale Agreement |
| | Res # 25-019 | Authorization to Issue Notice of Termination of the 325 Blake Road Real Estate Purchase Agreement |

Summary:

The 325 Blake Road Restoration and Redevelopment project encompasses greenway and regional stormwater facilities that are integrated with the proposed Alatus redevelopment and existing Cottageville Park. Construction activities that have commenced on the site since execution of a purchase agreement with Alatus in 2022, and subsequent amendments to the purchase agreement, have created site conditions that should be addressed by MCWD as owner of the remaining vacant parcels.

One such condition is the ongoing challenges associated with available site access. With the Chorus Apartment building completed and currently occupied, and future phases of the 325 Blake Road development having not progressed as initially planned, MCWD continues to experience unauthorized access and parking within its property. This condition is the result of the newly platted road (2nd Street NE) being roughly graded and left as a gravel surface that the Chorus Apartment tenants and visitors park on. In addition, the unfinished roadway has provided various access points for other unauthorized users to move about the site, resulting in the parking and storage of numerous trailers and construction equipment, and the dumping of yard waste and other materials.

In July 2025, MCWD contracted with its design engineer HDR, to review the site conditions created by the construction of the Chorus Apartments and unimproved roadway, and to provide recommendations to address safety concerns and unauthorized access throughout the 325 Blake Road parcel(s) (Attachment 1). The HDR report indicated that notable design standards and code deficiencies exist, as well as vehicles and equipment being parked on MCWD parcels outside of the right-of-way (ROW). The report further describes potential safety concerns and site risks and recommends the installation of temporary fencing along all areas of the gravel road surface to keep vehicles and access limited to the unimproved roadway only.

The HDR report was shared with City of Hopkins (City) staff with a request for input and assistance in dealing with the ongoing parking and access issues. The City has not offered solutions to the ongoing issues but has noted that it is allowing parking on the public ROW as an interim solution for the under-parked Chorus Apartment site and, as the City is the owner of the ROW, it accepts liability, as it does with all City-owned property.

Per the HDR recommendation, staff solicited quotes from two temporary fencing companies – Biffs Inc. (Biffs) and Keller Fence, Inc. (Keller) – to provide and install fencing along the approximate 2,000-feet of road frontage for a period of one year. Biffs provided the low quote (Attachment 2) for the installation of temporary fence panels at the site.

Staff recommends the Board of Managers authorize the MCWD Administrator to execute a contract with Biffs to install approximately 2,000 feet of temporary fence panel along the perimeter of the gravel roadway. In addition, staff is recommending that Biffs also installs support posts every 36 feet along the perimeter (approximately 56 posts) to further stabilize the fence system and deter its movement. The not-to-exceed amount of \$16,000 includes a conservative estimate of 2,200 feet of fence panel and support posts. Biffs will bill for actual fencing installed, so if it is determined that areas of the roadway do not require fence to prevent access, those areas will be omitted, and MCWD will not be billed. Should the fence be required for a period longer than one year, Biffs will work with MCWD on a month-to-month basis at the quoted cost.

Attachments:

- Attachment 1: HDR memo – *Gravel Parking Lot Review*
- Attachment 2: Biffs Temporary Fence Service Agreement



RESOLUTION

Resolution number: 25-051

Title: Authorization to Contract for Temporary Fencing at 325 Blake Road

- WHEREAS the 325 Blake Road Restoration and Redevelopment project encompasses greenway and regional stormwater facilities that are integrated with the proposed Alatus redevelopment and existing Cottageville Park;
- WHEREAS with the Chorus Apartment building being completed and currently occupied, and future phases at the 325 Blake Road development having not progressed as initially planned, MCWD continues to experience unauthorized access and parking within its property;
- WHEREAS the current site condition is the result of the newly platted road (2nd Street NE) being roughly graded and left as a gravel surface that the Chorus Apartment tenants and visitors park on. The unfinished roadway has provided various access points for other unauthorized users to move about the site, resulting in the parking and storage of numerous trailers and construction equipment, and the dumping of yard waste and other materials on MCWD owned property;
- WHEREAS in July 2025, MCWD contracted with its design engineer HDR, to review the site conditions created by the construction of the Chorus Apartments and unimproved roadway;
- WHEREAS the HDR report indicated that notable design standards and code deficiencies exist, as well as vehicles and equipment being parked on MCWD parcel's outside of the right-of-way, and concluded that to address potential safety concerns and sites risks, the installation of temporary fencing along all areas of the gravel road surface should be installed to keep vehicles and access limited to the unimproved roadway only;
- WHEREAS the City of Hopkins (City) has been provided the report along with a request for coordination, and although it has not identified solutions to the ongoing issues, the City has noted that it is allowing parking on the public right-of-way (ROW) as an interim solution for the under-parked Chorus Apartment site and, as the City is the owner of the ROW, it accepts all liability for that use and parking;
- WHEREAS per the HDR recommendation, staff solicited quotes from two temporary fencing companies – Biffs Inc. (Biffs) and Keller Fence, Inc. (Keller) – to provide and install fencing along the approximate 2,000-feet of road frontage for a period of one year;
- WHEREAS Biffs provided the low quote for the installation of temporary fence panels at the site, which includes a cost-per-foot for fence panels and a cost-per-post for fence support, to be installed every 36 feet;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District Administrator, on advice of Counsel, to execute an agreement with Biffs Inc. in an amount not-to-exceed \$16,000 for installation of temporary fencing at 325 Blake Road.

Resolution Number 25-051 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: September 11, 2025.

Secretary Date: September 11, 2025



Memo

Date: Tuesday, July 22, 2025

Project: 325 Blake Road Stormwater

To: Michael Hayman – Director of Project Planning (MCWD)

From: Matt Woodruff, PE

Subject: Gravel Parking Lot Review

Background:

With the Chorus Apartment building being completed and currently occupied, it is our understanding that future phases at the 325 Blake Road development site have not progressed as initially planned. This condition has resulted in having the newly platted road (2nd Street NE) left as a gravel surface that the Chorus Apartment tenants and visitors park on. Refer to the attached aerial image from Hennepin County's GIS Property Map.

HDR was asked by the Minnehaha Creek Watershed District (MCWD) to make a site visit and inspect the gravel parking condition and provide a summary memo outlining potential safety concerns, risks, and standards that are not being met with the gravel parking surface. We made two visits to the development site (July 8 and July 22) and the following outlines our observations and findings.

Existing Site Conditions:

The existing gravel parking lot is composed of recycled material (asphalt / concrete) and we counted 35-40 vehicles that were parked on the surface. The lot appeared to drain from the south to the north and we only observed one storm sewer catch basin (with inlet protection) that accepts flows from the gravel surface. The parking lot has poor drainage and has a number of potholes throughout area. At the north end of the lot, two of the potholes are rather large (about 8" deep and 6' x 12' in size) and some of the parking areas still have standing water from a recent rain fall. The parking area also had a fair amount of garbage and debris lying around, and there was not any site lighting present. Near the south end of 2nd Street NE, we also observed a few storage trailers and some large mats lying around. Refer to the attached existing site photos.

Notable Standards / Codes Not Being Met:

Section 102-960 of the City of Hopkins Development Code specifies design regulations that apply to all off-street parking lots. Notable design regulations in the Code such as parking lot surfacing, drainage, and lighting are currently not being satisfied with the existing gravel parking lot. More specifically, the City's Code states that parking lots must be maintained with an asphalt or concrete pavement in order to control dust and drainage. Also, as shown on the enclosed aerial image there are parked vehicles that are outside the public right-of-way of 2nd Street NE, and onto private property. Some of these vehicles



are notably close to the Minnehaha Creek. Additionally, the storage trailers and large mats previously discussed are located outside the right-of-way and on the MCWD's property.

Based on the development plans provided on the City's website, there appears to be a total of 4 ADA parking stalls (both in the garage and outside on the concrete surface). These 4 ADA stalls are to accommodate the 78 total parking stalls (75 interior + 3 exterior surface) on the site, which is in compliance with the State of Minnesota Accessibility Code. However, with the inclusion of the existing gravel parking lot (35-40 vehicles/stalls observed), the current site is deficient in the number of ADA parking stalls required by the State of MN.

Potential Safety Concerns, Risks, and Professional Opinion:

If not maintained properly, a gravel parking lot can provide an unsafe condition for users to park and walk – especially during winter freezing conditions. A safe parking lot system would have clearly marked and striped parking stalls, identified pedestrian crossings, appropriate ADA facilities, and a lighting system to provide adequate illumination. In our opinion, the presence of potholes and garbage/debris at the site indicates that there has been insufficient maintenance. The lack of maintenance is particularly concerning when the gravel parking lot is of close proximity to the Creek – the presence of garbage and debris laying around along with a dusty gravel surface, could impact the Creek's water quality.

Lastly, there are a number of areas/locations along the gravel surface where vehicles can access private property – most specifically at the south end of 2nd Street NE where the storage trailers are located. In referencing the attached aerial image, the red lines indicate locations where vehicles can traverse onto private property. Most other locations along 2nd Street either have a noticeable berm and/or trees and brush that can help to deter encroachment off the right-of-way. Installing a temporary fencing system in all areas along the gravel surface could help to keep vehicles within 2nd Street.



Hennepin County Aerial Image

— LOCATIONS FOR ACCESS
ONTO PRIVATE PROPERTY



Photo #1 – Existing Parking Looking North



Photo #2 – Existing Parking Looking North



Photo #3 – Existing Parking Looking South



Photo #4 – Large Potholes



6430 County Road 101 E, Shakopee, MN 55379 952.403.1221

Rental Agreement

SIGNATURE REQUIRED TO PLACE THE ORDER

Net 30

DATE: August 27, 2025

PO:

FOR:

Minnehaha Creek Watershed

SITE ADDRESS:

Minnehaha Creek Watershed

325 Blake Rd

Hopkins, MN

BIFFS INC SALES REP: Jeff Foley

Customer Primary Contact: Michael Hayman

DURATION: 12 - Month Contract

Delivery Date: 9/3/2025

Pickup Date: 9/3/2026

JOB SITE SIZE AND INSTALLATION TIMELINE:

Payment Terms: LT Postpay (includes Sales

- Estimated linear feet for contract: 2,000

Estimated by: Customer

Confirmed feet will be adjusted upon installation. If it is deemed to be significantly changed, Biffs, Inc. reserves the right to change the contracted feet. Any Agreement Addendum(s) supersede this agreement.

- Based on project size and weather permitting, installation is estimated to be completed in 5 or less business days commencing: 9/3/2025

Rental Agreement Terms*

| ESTIMATED EQUIPMENT RENTAL AND INSTALLATION | QTY.* | UNIT OF MEASURE | MONTHS |
|---|-------|-----------------|----------|
| 6' x 12' Steel Fence Rental w/tube stand & 1 weight | 2,000 | Linear Feet | Up to 12 |
| Extra Sand Bags/ Base Weights | 0 | Each | Up to 12 |
| Driven Support Posts | 0 | Each | Up to 12 |
| Stabilizer Support Bracket | 0 | Each | Up to 12 |
| 3' Walk Gate | 0 | Each | Up to 12 |
| 12' Single Gate | 0 | Each | Up to 12 |
| 24' Double Gate | 0 | Each | Up to 12 |
| Pedestrian Gate 6ft Anticlimb | 0 | Each | Up to 12 |
| Wind Screen Black | 0 | Linear Feet | Up to 12 |

12 MONTH MINIMUM

| EQUIPMENT RENTAL AND INSTALLATION | QTY.* | UNIT PRICE | MONTHS | TOTAL |
|---|-------|------------|--------|-------------|
| 6' x 12' Steel Fence Rental w/tube stand & 1 weight | 2,000 | \$6.00 | 12 | \$12,000.00 |
| Extra Sand Bags/ Base Weights | 0 | \$15.00 | 12 | \$0.00 |
| Driven Support Posts | 0 | \$20.00 | 12 | \$0.00 |
| Stabilizer Support Bracket | 0 | \$20.00 | 12 | \$0.00 |
| 3' Walk Gate | 0 | \$100.00 | 12 | \$0.00 |
| 12' Single Gate | 0 | \$150.00 | 12 | \$0.00 |
| 24' Double Gate | 0 | \$300.00 | 12 | \$0.00 |
| Pedestrian Gate 6ft Anticlimb | 0 | \$550.00 | 12 | \$0.00 |
| Wind Screen Black | 0 | \$3.00 | 12 | \$0.00 |

12 - Month Minimum Due Net 30 from Delivery Date

\$12,000.00

8.525% Sales Tax

\$1,023.00

12 - Month Minimum Due Net 30 from Delivery Date Including Sales Tax

\$13,023.00

PRO-RATED MONTHLY THEREAFTER

BEGINNING 9/3/2026

| EQUIPMENT RENTAL AND INSTALLATION | QTY.* | UNIT PRICE | PER MONTH |
|---|-------|------------|------------|
| 6' x 12' Steel Fence Rental w/tube stand & 1 weight | 2,000 | \$0.50 | \$1,000.00 |
| Extra Sand Bags/ Base Weights | 0 | \$1.25 | \$0.00 |
| Driven Support Posts | 0 | \$1.67 | \$0.00 |
| Stabilizer Support Bracket | 0 | \$1.67 | \$0.00 |
| Pedestrian Gate 6ft Anticlimb | 0 | \$45.83 | \$0.00 |
| Wind Screen Black | 0 | \$0.25 | \$0.00 |

Pro-Rated Monthly Amount Due Net 30

\$1,000.00

8.525% Sales Tax

\$85.25 T

BEGINNING

Pro-Rated Monthly Amount Due Net 30 Including Sales Tax

\$1,085.25

9/3/2026

T - Sales tax based on job site address and will be invoiced unless an ST-3 is submitted.

PAYMENT TERMS:

All invoices are due Net 30.

Minimum billed in full; Invoice dated the first day of installation. No refund if picked up early.

Projects extending past the minimum will be prorated based on the minimum and billed monthly beginning on the first day following the minimum. Billing will continue monthly through the remainder of the project rental.

CHANGE ORDERS:

- All change orders are treated as a new order and must be quoted and signed before scheduled.
- Change orders include any add, remove, replace and/or relocation of fences or gates and are subject to additional fees:
 - \$45.00 per Hour to perform requested Scope of Work
 - \$250.00 Trip Charge
 - \$150.00 Rush Fee (if work is requested within 48 Hours)
 - Material (e.g. Fence Panels, Support Posts, Windscreen, Tube Stands, etc.)
- All change order may result in Agreement Addendum (supersedes any previous Service Agreements)

TIMELINE CHANGES CONTRACT:

- Ending the contract early inside of the minimum results in no refund, no change.
- Ending contract early after minimum will include balance due through remainder of the current fiscal month. If the scheduled removal is within the first 7 days of the next fiscal month, no additional invoice.
- If requested removal date is 8 or more days into the next fiscal month, an additional monthly invoice will occur.
- Extension of rental will require 60-days notice if extension will exceed 7 days into the subsequent fiscal month.
- Removal dates must be scheduled two weeks out to be guaranteed.

PROJECT INSTALLATION EXPECTATIONS**SITE CONDITIONS – Customer's Responsibility**

Approvals, Permits and Locates – Customer is solely responsible for any building permits or other permits or approval that may be required by any city, municipality, county, government entity, or homeowners association. Biffs Inc does not seek applications for necessary government or HOA approvals that may be required. Customer is solely responsible and assume all liability for any and all fines, fees, or other penalties that may be assessed on the basis of any permit, approval, or lack thereof. Customer agrees to fully indemnify and hold Biffs Inc harmless for any such penalty.

Preparation of Work Site - A minimum clearing of four feet along the intended fence line is required for proper installation of Customer's fence. Customer is responsible for clearing this path of trees, shrubs, rocks, and any other obstacles. Customer agrees to prepare the work site by ensuring that it is clean, clear, and accessible for proper installation. Customer agrees to keep children, pets, bushes, shrubs, and pet feces away from the work site. If any changes to worksite are identified during pre-inspection and on day of installation is found not prepared for installation, the installers may leave the premises and the installation will be rescheduled and Customer will be charged for an added trip fee. Customer agrees to assume responsibility for any damage to items along the fence line that were not moved in preparation for installation or that are unmovable, such as sheds, flower beds, decorations, patios, lighting, cables, and so on. Customer agrees not to hold Biffs Inc responsible for damages when a four-foot clean clearance is not available for installers to work in.

If, during original site inspection, it is discovered that posts will need to be ground-driven for installation, it is the customer's responsibility to call Gopher One for locates, and have site appropriately marked within two to four business days prior to installation. It is important to note that non-utility lines will not be marked, such as

- Underground water lines that feed swimming pools, water features, outbuildings, etc.
- Underground electrical lines that feed swimming pools, water features, outbuildings, outdoor lighting, etc.
- Sprinkler lines and wiring
- Irrigation piping, French drains, septic drainage areas, etc.
- Any electrical, water, gas, phone, or cable feeds for which the utility companies in Customer's area do not provide locating services
- Any other private utilities, underground items or hazards of which customer is aware and that are not immediately visible or apparent.

Biffs Inc is not responsible for damage to any unmarked or incorrectly marked line, wire, or other object. Customer must identify any non-utility areas as noted above, and areas must be clearly marked and communicated.

Damage to Property - All efforts will be made to prevent damage to Customer's property during installation. Customer agrees to hold Biffs Inc, its employees, and its sub-contractors harmless for any damage to property that could not have reasonably been foreseen, including but not limited to concrete, sod, pavers, flower beds, decorations, mulch, and pavement. Customer agrees to notify Biffs Inc of any damages made by Biffs Inc's installation team within 24 hours of the occurrence of the damage. If Customer does not notify Biffs Inc of damage within this time frame, Customer waives any claim Customer may have against Biffs Inc with respect to such damage.

Indemnification and Liability - If the fencing or barricades are altered, modified, moved, vandalized, damaged or anything of the like, in any way other than by Biffs, Inc employees; The Customer agrees to indemnify and hold Biffs Inc harmless from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to the Customer's use of the fencing or barricades, including but not limited to personal injury, property damage, and any violations of law or regulation. Customer agrees to obtain and maintain insurance coverage in an amount and form satisfactory to Biffs Inc, and to provide Biffs Inc with proof of such insurance upon request.

BIFFS INC – Installation Responsibility

Scheduling - Customer's project will be placed on Biffs Inc's work schedule, and work on the project will begin on the scheduled date. While Biffs, Inc will attempt to complete Customer's project as scheduled, work schedule may be affected by circumstances such as unfavorable weather, delayed contract completion (signatures, deposit, approvals from all parties, etc), changes to original request in too short a window to be complete in original timeline, or job site not ready. In the unlikely event that Customer's project is delayed, Biffs, Inc will work with Customer to reschedule for a mutually convenient time.

Review of Project Prior to Installation - Before installation, a foreman from Biffs Inc will review the property boundaries as designated by Customer, review gate placement, discuss any issues that may interfere with the original plan, and answer any questions Customer may have. On the day Biffs Inc's installers arrive, the foreman will again review the site to make sure any changes discussed have taken place, and/or the condition of the job site is as expected per previous meeting.

Finished Project - Due to variation in manufactured materials, uneven ground, unexpected ground material, or other conditions, the finished fence may not be or look exactly how Customer pictured before installation. Notwithstanding, if the fence was installed in substantial compliance with the specifications set forth in the above quote, Customer shall be liable for the full cost of the fence, including materials, labor, and all other costs and fees.

Fence Height - If a fence is built following the elevation of the ground, as is typical, variations in finished height may occur.

Satisfactory Completion - Customer satisfaction is Biffs Inc's priority. When Customer's project is complete, a Biffs Inc representative will review the completed project with Customer to inspection and discuss any issues that may arise. Once inspection and any corresponding changes have been completed to Customer's approval, Customer will be asked to initial an Installation Completed Form, acknowledging completion of the project to Customer's satisfaction.

DURATION OF THE RENTAL

Equipment - Customer hereby acknowledges that Biffs Inc remains the sole property owner of all goods and materials rented to Customer under this Agreement. Structural modification to the equipment is prohibited.

Damage, Repairs, or Replacements - In no event will Biffs Inc be responsible for damages caused by gates or fences being thrown or dislodged during high wind or weather-related issues. If fence or gate is moved or damaged due to weather, upon being notified, Biffs Inc will complete the repairs needed. Customer agrees to permit Biffs Inc access to property for periodic inspection.

If fence or gate is damaged due to accidental damage or vandalism, fire, theft, or carelessness - upon being notified, Biffs Inc will complete the repairs needed; Customer is responsible for cost of replacement or repairs.

Right to Remove - Customer agrees to permit Biffs Inc access to the property to repossess and remove materials if payments cease to be completed and all reasonable efforts on Biffs Inc’s part, to collect funds due from Customer, have been exhausted. Biffs Inc, reserves the right to all legal remedies, including lien rights or litigation, if Customer fails to complete the payment plan.

Governing Law and Jurisdiction - This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any action arising out of or related to this Agreement shall be brought in the state or federal courts located in Minnesota.

Entire Agreement - This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing signed by both parties.

I have read and I agree to all terms within this agreement, which constitutes our entire agreement. There are no oral or other representations not included herein. I acknowledge receipt of a copy of this contract.

Biffs Inc

Minnehaha Creek Watershed

Typed Name

Typed Name

Signature

Signature

Date

Date