



Title:	Ordering the Montgomerie Avenue Stormwater Management Project and Authorizing the District Administrator to Enter into Project Agreements
Resolution number:	25-070
Prepared by:	Name: Kate Moran Phone: 952-641-4520 kmoran@minnehahacreek.org
Reviewed by:	Becky Christopher, Policy Planning Director
Recommended action:	Formally order the Montgomerie Avenue Stormwater Management Project Authorize Administrator to execute agreements for the Project
Schedule:	Winter 2026: Final design and permitting Spring 2026: Anticipated project construction
Budget considerations:	Fund name and code: Montgomerie Avenue Stormwater Management (formerly known as the Calvary Church Stormwater Project), 3504 Fund budget: \$125,000 Expenditures to date: \$0 Requested amount of funding: \$125,000
Past Board action:	Res #24-034: Authorization to Distribute Minor Plan Amendment Res #24-045: Adoption of Minor Plan Amendment to Watershed Management Plan Res #25-031: Authorization to Execute Grant Agreement for WBIF

Summary

Program Background

The Minnehaha Creek Watershed District (MCWD or District) is focused on the protection and improvement of natural resources in ways that support thriving communities. Since what happens on the land is the primary driver of the health of our natural resources, MCWD's Balanced Urban Ecology Policy (BUE Policy) recognizes that the District can deliver the most value to its communities by working in partnership with those who change the landscape. Since adopting its BUE Policy in 2014, and building its 2017 Watershed Management Plan (WMP) around the same principles, MCWD outlined its intention to remain responsive to opportunities created through land use change.

The [Land and Water Partnership \(LWP\) program](#) is designed to provide technical and financial resources to support partner-led projects that provide significant, regional water resource benefit. MCWD operates the program in a way that supports its principles of focus and flexibility outlined in its 2017 WMP, by maintaining focus on high-impact projects and ensuring the flexibility to develop creative partnerships and respond to partner opportunities.

Project Overview

Through the LWP program, MCWD collaborated with the City of Deephaven (City) to complete a city-wide assessment of potential water resource opportunities. The most cost-effective opportunity identified was the Montgomerie Avenue Stormwater Management (Project), formerly known as the Calvary Church Stormwater Management Project. The Project includes constructing an infiltration basin on the Calvary Church property (Attachment 1).

The basin relies primarily on site topography and surface drainage to capture runoff from the Calvary Church property, Montgomerie Avenue, and small portions of surrounding residential runoff. The Project is designed to alleviate flooding and improve downstream water quality, reducing total phosphorus (TP) loading by an estimated 5.7 lbs/yr to lake Louise, which drains to Robinson's Bay within the Lake Minnetonka Subwatershed.

Funding Request and Evaluation

In February 2024, the City submitted its original Notice of Interest (NOI) for LWP program funding to support water related elements of the project design and construction (see Attachment 2 for updated NOI). The District Engineer reviewed all submittals and verified the project is feasible, and that the water quality calculations and cost estimates provided by the City are reasonable (see Attachment 3).

Staff evaluated the submittals using the LWP's four criteria categories, resource need, project benefit, cost-effectiveness, and strength of the partner's coordination, and vetted it through a cross-departmental review team. The Board discussed the project and staff recommendation at the April 11, 2024 Operations and Programs Committee (OPC) meeting, and on [June 13, 2024](#) expressed its intent to provide up to \$125,000 in LWP funding (approximately 20 percent of total eligible costs).

Project Approvals

In accordance with Minnesota Statutes 103B.251 for project ordering, a public hearing was duly noticed and held on [July 25, 2024](#), with two residents attending and expressing support for the project. To include the project in MCWD's Capital Improvement Program (CIP) under the 2017 WMP, a minor plan amendment was completed and approved by the Board on [August 22, 2024](#), authorizing opportunity-based stormwater projects that reduce runoff and pollutant loads to both impaired and non-impaired bays of Lake Minnetonka.

MCWD and the City continued coordination over the subsequent year as the City worked to refine design for maximum cost efficiency and performance and seek additional grant sources.

Watershed-Based Implementation Funding

The revised Project cost is \$543,873, including \$525,000 in water quality related costs. In addition to the District's proposed contribution, the City secured \$45,034 in funding from Hennepin County's Opportunity Grant program. In [May 22, 2025](#), the Board authorized execution of the grant agreement with BWSR's Watershed-Based Implementation Funding (WBIF) with \$200,000 allocated for this Project and the City has also committed \$173,839 of its own funds.

Requested Action

Staff recommend that the Board of Managers:

- Order the Montgomerie Avenue Stormwater Management Project
- Authorize execution of the LWP Funding Agreement between the MCWD and the City of Deephaven (Attachment 4)
- Authorize execution of the WBIF Grant Administration Agreement between the MCWD and the City of Deephaven (Attachment 5)

Supporting Documents

Attachment 1: Project Overview Map

Attachment 2: Notice of Interest Submittal

Attachment 2: District Engineer's Technical Memo

Attachment 4: LWP Funding Agreement

Attachment 5: WBIF Grant Administration Agreement



RESOLUTION

Resolution number: 25-070

Title: Ordering the Montgomerie Avenue Stormwater Management Project and Authorizing the District Administrator to Enter into Project Agreements

- WHEREAS, the Minnehaha Creek Watershed District ("District") Watershed Management Plan (WMP), adopted pursuant to Minnesota Statutes §103B.231, outlines its intention to respond to opportunities created through land use change by pursuing opportunity-based projects to reduce stormwater volume and nutrient loads to District surface waters;
- WHEREAS, to operationalize this commitment, the District developed the Land & Water Partnership (LWP) program, which offers technical and financial resources to partner-led projects based on a set of evaluative criteria and establishes an orderly process for such projects to be integrated into the District's Capital Improvement Plan (CIP);
- WHEREAS, the City of Deephaven ("City") applied to the LWP Program seeking financial assistance to support implementation of the Montgomerie Avenue Stormwater Management Project ("Project"), formerly known as the Calvary Church Stormwater Management Project, which includes construction of an infiltration basin to alleviate local flooding and improve downstream water quality to Lake Louise, which drains to Robinson's Bay within the Lake Minnetonka Subwatershed;
- WHEREAS, the District Engineer has reviewed the City's submittals and determined that the Project is technically feasible and that the City's water quality benefit assessment and cost estimates are reasonable;
- WHEREAS, District staff evaluated the Project using the LWP Program criteria and after cross-departmental review, recommended that the District contribute \$125,000 toward design and construction costs associated with water-resource improvements;
- WHEREAS, the Board of Managers reviewed the Project at its April 11, 2024 Operations and Programs Committee meeting and on June 13, 2024 expressed intent to provide funding support while the City pursued additional funding sources;
- WHEREAS, the total estimated Project cost is \$543,873 with funding provided through multiple sources, including \$125,000 from the District's LWP program, \$45,034 from Hennepin County's Opportunity Grant, \$200,000 through Watershed-Based Implementation Funding ("WBIF") program administered by the Board of Water and Soil Resources ("BWSR"), and remaining project funds of at least \$173,839 from the City;
- WHEREAS, to include the Project in the District's CIP, the Board approved a minor plan amendment to the 2017 WMP on August 22, 2024, providing for opportunity-based stormwater projects that reduce runoff and pollutant loads to both impaired and non-impaired bays of Lake Minnetonka;
- WHEREAS, the Board authorized execution of a grant agreement with BWSR on May 22, 2025, under the WBIF program, which includes \$200,000 for this Project, and this District has developed a WBIF Grant Administration Agreement with the City to facilitate administration of these funds;

WHEREAS, in accordance with Minnesota Statutes §103B.251, the District held a duly noticed public hearing on July 25, 2024, at which time interested parties had the opportunity to comment, and two residents attended and expressed support for the Project;

WHEREAS, the District staff have developed a proposed LWP Funding Agreement between MCWD and the City, and the Board finds that this agreement, along with the WBIF Grant Administration Agreement, fulfill its direction and are reasonable and consistent with its LWP implementation policy;

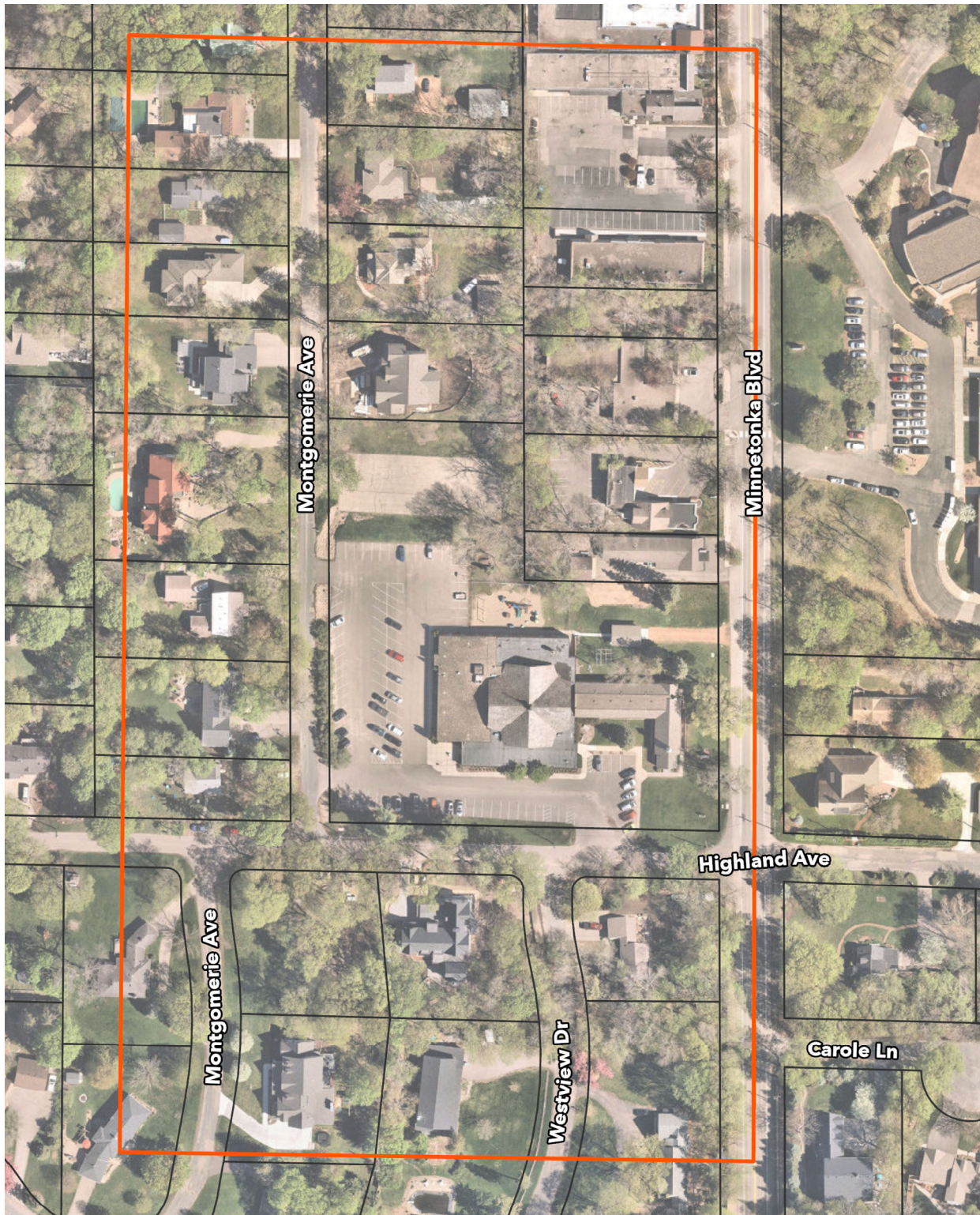
WHEREAS, the Board of Managers finds that the Montgomerie Avenue Stormwater Management Project, implemented consistent with the agreements and associated funding, will be conducive to public health, promote the general welfare, and further the purposes of Minnesota Statutes §§103B.205 to 103B.255 and the District's WMP;

NOW THEREFORE BE IT RESOLVED that pursuant to §103B.251 and the WMP, the Minnehaha Creek Watershed District Board of Managers hereby orders the Montgomerie Avenue Stormwater Management Project;

BE IT FURTHER RESOLVED that the Board authorizes the District Administrator to execute the LWP Funding Agreement and WBIF Grant Administration Agreement between the District and City of Deephaven, with non-material changes and on advice of counsel.

Resolution Number 25-070 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 11/20/2025





Secretary Date: _____

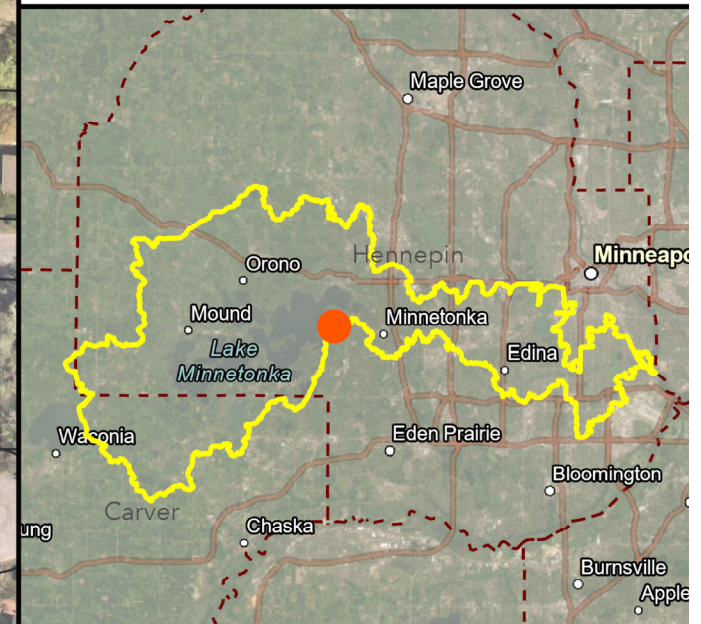
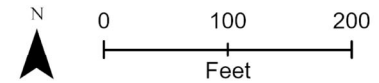


OVERVIEW MAP

Land and Water Partnership Project

MONTGOMERIE AVE STORMWATER MANAGEMENT PROJECT

-  Project Area
-  Parcel Boundary
-  MCWD Watershed Boundary
-  County Boundary



 — Project Location in MCWD Watershed



**City of Deephaven
Montomerie Ave Drainage
Improvements**

Notice of Intent

October 25, 2025

Prepared for:

City of Deephaven
20225 Cottagewood Road
Deephaven, MN 55331

Prepared by:

Stantec
One Carlson Parkway North, Suite 100
Plymouth, MN 55447







Stantec Consulting Services Inc.

One Carlson Parkway North, Suite 100, Plymouth, MN 55447

Date Line

File: 193807469

**Re: MCWD Notice of Intent
Montgomerie Ave Drainage Improvements**

To Whom it May Concern,

On behalf of the City of Deephaven, thank you for the opportunity to submit the Notice of Intent for the Montgomerie Avenue Drainage Improvements. The City of Deephaven is excited to undertake this regionally beneficial stormwater project.

Regards,

Stantec Consulting Services Inc.

Steven Hegland P.E.

City Engineer



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FIGURES

Figure 1	Existing Drainage Figure
Figure 2	Proposed Drainage Figure
Figure 3	Proposed Utility Plan

APPENDICES

Appendix A	HydroCAD Results
Appendix B	MIDS Model
Appendix C	Opinion of Probable Cost
Appendix D	Geotechnical Report



1.0 STATEMENT OF INTENT

The City of Deephaven is proposing to install a stormwater infiltration basin (BMP) on a portion of the Calvary Church property. The project is proposing to relocate to a smaller footprint the lower parking lot and install an infiltration stormwater basin east and south of the relocated parking area. The existing lower parking area, which has approximately 34 to 36 stalls, would lose approximately 14 to 16 stalls. An additional parking area for approximately 8-10 stalls would be added to the northeast of the church. The purpose of the BMP is to alleviate sudden, severe flooding in the areas surrounding the church during rainfall events and provide cost effective water quality benefits to downstream waters.

Hydraulic and hydrologic (H&H) modeling and water quality modeling were done to determine feasibility for the project. It is estimated that the infiltration basin will be able to remove 5.7 pounds of total phosphorus (TP) and 1034.2 pounds of total suspended solids (TSS) per year.

The partnership efforts of the project so far have strengthened relationships between the City, Calvary Church, the MCWD, and Hennepin County. Through these partnerships, the project's goals have been refined to include lighting improvements for community events and safety and an educational interpretive sign.

The City has received financial commitments for the project from various sources and believes the revised approach meets the original water quality goals of the project and provides mitigation to the downstream impacts from this watershed. The project currently has funding support from Hennepin County in the amount of \$45,034, from MCWD in the amount of \$125,000 and BWSR in the amount of \$200,000.

2.0 EXISTING DRAINAGE CONDITIONS

This project is located within the Lake Minnetonka subwatershed of the MCWD. The 5.4-acre drainage area to the project location consists of several residential properties, the Calvary Church property, and City streets.

Runoff from Calvary Church and surrounding areas collects at a low point on Montgomery Avenue with one inlet and a 12" pipe crossing the roadway, the runoff then goes west and northwest through existing yards, through a 15" HDPE storm sewer pipe running under a driveway, and finally connecting to the City's public storm sewer manhole on Hamilton Avenue. This untreated stormwater ultimately discharges into Lake Louise, which is upstream of Lake Minnetonka.

The current conditions cause large amounts of water to pool in the roadway on Montgomery Avenue and cause significant concerns for property owners downstream due to the volume and frequency of the runoff. Montgomery Avenue storm sewer is non-typical; the inlet appears to be custom-made and is significantly smaller than a standard inlet grate. The pipe under the roadway is also shallower than a typical storm sewer culvert so in many events the runoff collects and overtops the roadway before it drains downstream as it had historically done.

There is an existing riprap BMP located on the Calvary Church property. It was designed to collect runoff from the church property, allow suspended sediment to settle, and direct conveyance away from existing



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side yards. This channel was designed to provide a collection point for sediment from the church lot and is not a volume reduction BMP and has minimal impacts on the downstream properties.

Additionally, the existing residential lot to the north of the church parking lot has a small stormwater BMP that was required of the City as part of the CUP process for the lot. The BMP will remain in place and is ongoing maintenance is the responsibility of the property owner.

Figure 1 is attached to this report showing the existing drainage areas.

3.0 HYDROLOGIC AND HYDRAULIC MODELING

3.1 RATE CONTROL

HydroCAD was used for feasibility-level Hydraulic and Hydrologic (H&H) modeling of the project. The HydroCAD report is included in (Appendix A). As more detailed information becomes available during the final design of the project, the HydroCAD model will be updated accordingly. Updated modeling calculations will be sent to the MCWD as the design is refined and through the permitting portion of the LWP program.

There is an existing riprap BMP located on the Calvary Church property. It was designed to collect runoff from the site, allow suspended sediment to settle, and direct conveyance away from existing side yard . It is modeled in both HydroCAD models as 'Riprap BMP (existing)'. It is not a volume reduction BMP and has a small footprint, so its ability to significantly address flooding and water quality issues downstream has been minimal.

The reconstructed parking lot and the proposed aboveground infiltration basin, which will be located north of the church and to the east of the parking lot, will capture on-site and off-site drainage as shown in the proposed drainage in Figure 2. Water will be collected and routed to the BMP as shown in Figure 3 of this report. Existing grade and infiltration capacity at the site are anticipated to accommodate an infiltration basin. The water quality is 16,904 cubic feet between the outlet elevation of the system (971.2') and the bottom of the basin at elevation 968.0', which is mediated by an outlet control structure.

A summary of existing versus proposed offsite rates is presented in the table below. The reported rates are at the point of discharge to the west of Montgomery Avenue represented by node/link 1L in the HydroCAD models.

Offsite Rate Control Summary (Node 1L)

	2-year	10-year	100-year
Existing Rate (CFS)	12.50	18.67	35.20
Proposed Rate (CFS)	2.66	4.28	31.64

The existing inlet and 12" pipe beneath Montgomery Avenue are undersized for the 10-year event such that water overflows via the single catch basin inlet out to the ditch west of Montgomery.. As part of the project, drainage improvements will be made in relation to the storm sewer and road infrastructure near the vicinity of the existing low point in the road.



3.2 WATER QUALITY

Water quality modeling was done via the MIDS Calculator; a report of results is shown in (Appendix B). The MIDS Calculator was selected for water quality modeling in this project due to its ability to conveniently summarize removals on an annual basis, its applicability to the site's watershed's size and complexity, and its intended use for low impact development techniques such as this project's infiltration system. This TP reduction does not seek to meet any regulatory requirement by the MCWD Stormwater Management Rule.

The following table summarizes the water quality results from MIDS of the proposed infiltration system which is estimated to provide 5.4 lbs/yr of Phosphorus removal and 973.8 lbs/yr of TSS removal.

Load Reduction Estimates				
	Load from watershed (lbs/yr)	Load retained in BMP (lbs/yr)	Outflow load (lbs/yr)	Retained %
TP	5.82	5.69	0.13	98%
Dissolved P	2.62	2.56	0.06	98%
Particulate P	3.20	3.13	0.07	98%
TSS	1058.0	1034.2	23.8	98%

3.3 VOLUME ABSTRACTION

An infiltration basin has been modeled as Pond 2P in the proposed HydroCAD model, see (Appendix A). Existing grade and infiltration capacity will accommodate an infiltration basin based on the presence of sandy soils designated as Hydrologic Soil Group Type A with an assumed infiltration rate of 0.80 in/hr based on the Minnesota Stormwater Manual. The bottom of the basin is at elevation 968.0', and the water quality elevation is set at 971.2' which provides 3.2' of infiltration drawdown depth. This depth meets the 48 hour drawdown requirement demonstrated by the below calculation:

$$Drawdown\ Time = \frac{3.2\ ft}{0.8\ \frac{in}{hr} * \frac{1\ ft}{12\ in}} = \frac{3.2\ ft}{0.067\ ft/hr} = 48\ hrs$$

The total volume of abstraction provided by the system (below the outlet, 971.2') is 16,904 cubic feet. This calculation is supported by the HydroCAD stage-storage table for node 2P in (Appendix A).



4.0 COST ANALYSIS

4.1 CAPITAL COSTS

The total capital cost for this project is estimated to be approximately \$543,873. This total includes the infiltration system, addition of inlets and storm sewer, improvements to the drainage swale, surface lot improvements, lighting, and interpretive signage. The construction contingency, permitting and legal costs, and indirect costs are included in the project total as a percentage of the estimated construction cost (in accordance with MCWD's LWP Guidance). These costs are presented in the summary table below; a detailed Opinion of Probable Cost (OPC) with major project components is provided in Appendix C.

Estimated Construction Cost	\$319,925
Contingency ⁽¹⁾	\$95,978
Legal, Eng, Admin ⁽¹⁾	\$95,977
Permitting ⁽¹⁾	31,993
Total Project Costs	\$543,873

(1) Per WCWD Guidance

As seen in the OPC and summary table above, the water quality project capital cost total is \$525,000. Water quality components were identified to be critical components of the design that will support the function of the infiltration basin (including respective construction contingency, permitting and legal, and indirect costs). Items not considered to be water quality components include the lighting and interpretive sign. This distinction is important; in accordance with MCWD guidance, the lifecycle cost/benefit analysis only considers the water quality components when calculating cost per pound of TP removed over the project's 25-year lifecycle.

4.2 LIFECYCLE COSTS

Annual maintenance costs are estimated to be approximately \$1,500 per year.

Per the MCWD's LWP Partner Guidance, components of the project that are not directly related to or required to successfully implement the project have been itemized and excluded from the capital cost total that is used in the lifecycle cost calculation. Only schedules A through D in the OPC (\$525,000) are used in this calculation. Using an annual inflation rate of 2.3 percent and an annual discount rate of 3.5 percent, the total present worth of costs within the 25-year lifecycle of the system is \$557,338. This calculation is detailed in the following table. It is assumed that no maintenance will be needed in the first year.



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Lifecycle Cost Calculator				
Water Quality Componentets		Age	Year	Present Worth
Inputs		0	2025	\$ 525,000.00
Start Year	2025	1	2026	\$ 1,482.61
Annual Inflation	2.30%	2	2027	\$ 1,465.42
Annual Discount Rate	3.50%	3	2028	\$ 1,448.43
Capital Cost (year 0)	\$ 525,000.00	4	2029	\$ 1,431.64
Annual Cost	\$ 1,500.00	5	2030	\$ 1,415.04
		6	2031	\$ 1,398.63
		7	2032	\$ 1,382.41
		8	2033	\$ 1,366.39
		9	2034	\$ 1,350.54
		10	2035	\$ 1,334.89
		11	2036	\$ 1,319.41
		12	2037	\$ 1,304.11
		13	2038	\$ 1,288.99
		14	2039	\$ 1,274.05
		15	2040	\$ 1,259.27
		16	2041	\$ 1,244.67
		17	2042	\$ 1,230.24
		18	2043	\$ 1,215.98
		19	2044	\$ 1,201.88
		20	2045	\$ 1,187.95
		21	2046	\$ 1,174.17
		22	2047	\$ 1,160.56
		23	2048	\$ 1,147.10
		24	2049	\$ 1,133.80
		25	2050	\$ 1,120.66
		Total Present Worth		\$ 557,338.85

The project is estimated to remove 5.7 lb TP/yr over an assumed lifecycle of 25 years. The lifecycle cost is \$557,338; therefore, the cost/benefit is \$3,911/lb TP over the project's lifecycle.

5.0 OPERATIONS AND MAINTENANCE COSTS

The City and Calvary Church will enter into a maintenance agreement for the system; the City will be responsible for long-term maintenance of the system.

This site will be added to the City's list of stormwater maintenance facilities. For annual maintenance requirements and less-frequent major maintenance, the City will comply with best management practices as recommended by the Minnesota Stormwater Manual.

- As needed
 - Prune and weed to maintain appearance
 - Stabilize or replace mulch when erosion is evident
 - Remove trash and debris



NOI MONTGOMERIE AVE DRAINAGE IMPROVEMENTS

- Replace vegetation whenever percent cover of acceptable vegetation falls below 90 percent or project specific performance requirements are not met. If vegetation suffers for no apparent reason, consult with horticulturist and/or test soil as needed
- Semi-annually
 - Inspect inflow and pretreatment systems for clogging (off-line systems) and remove any sediment
 - Inspect filter strip/grass channel for erosion or gullyng. Sod as necessary
 - Herbaceous vegetation, trees and shrubs should be inspected to evaluate their health and replanted as appropriate to meet project goals
 - Remove any dead or severely diseased vegetation
- Annually in fall
 - Inspect and remove any sediment and debris build-up in pretreatment areas
 - Inspect inflow points and infiltration surface for buildup of road sand associated with spring melt period, remove as necessary, and replant areas that have been impacted by sand/salt build up
- Annually in spring
 - Cut back and remove previous year's plant material and remove accumulated leaves if needed (or controlled burn where appropriate)

For an above ground infiltration system, the annual maintenance will be much more achievable than previous alternatives which were considered. By simplifying the maintenance activities, it will help ensure that they are done on an annual basis and prolong the life of the BMP. The City understands that performing maintenance activities is critical to ensuring successful system functioning and reducing cost long-term.

The City will be able to self perform the bulk of the maintenance on the BMP and will consult with engineering and contractors as necessary on any maintenance activities which they are unable to perform.

Annual maintenance costs are estimated to be approximately \$1,500 per year. The City plans to utilize funds from its stormwater funds to complete necessary maintenance over the system's lifecycle.

6.0 GEOTECHNICAL

An onsite geotechnical investigation was performed by WSB in May of 2024. A copy of the geotechnical report is provided in Appendix D.

The soil borings demonstrate the sand, SP, layer starting at elevation 967 to 966 in borings 2 and 3 respectively.

As a result, the project is planning to over-excavate and replace with engineered backfill to ensure the site remains adequate for infiltration.



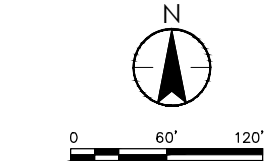
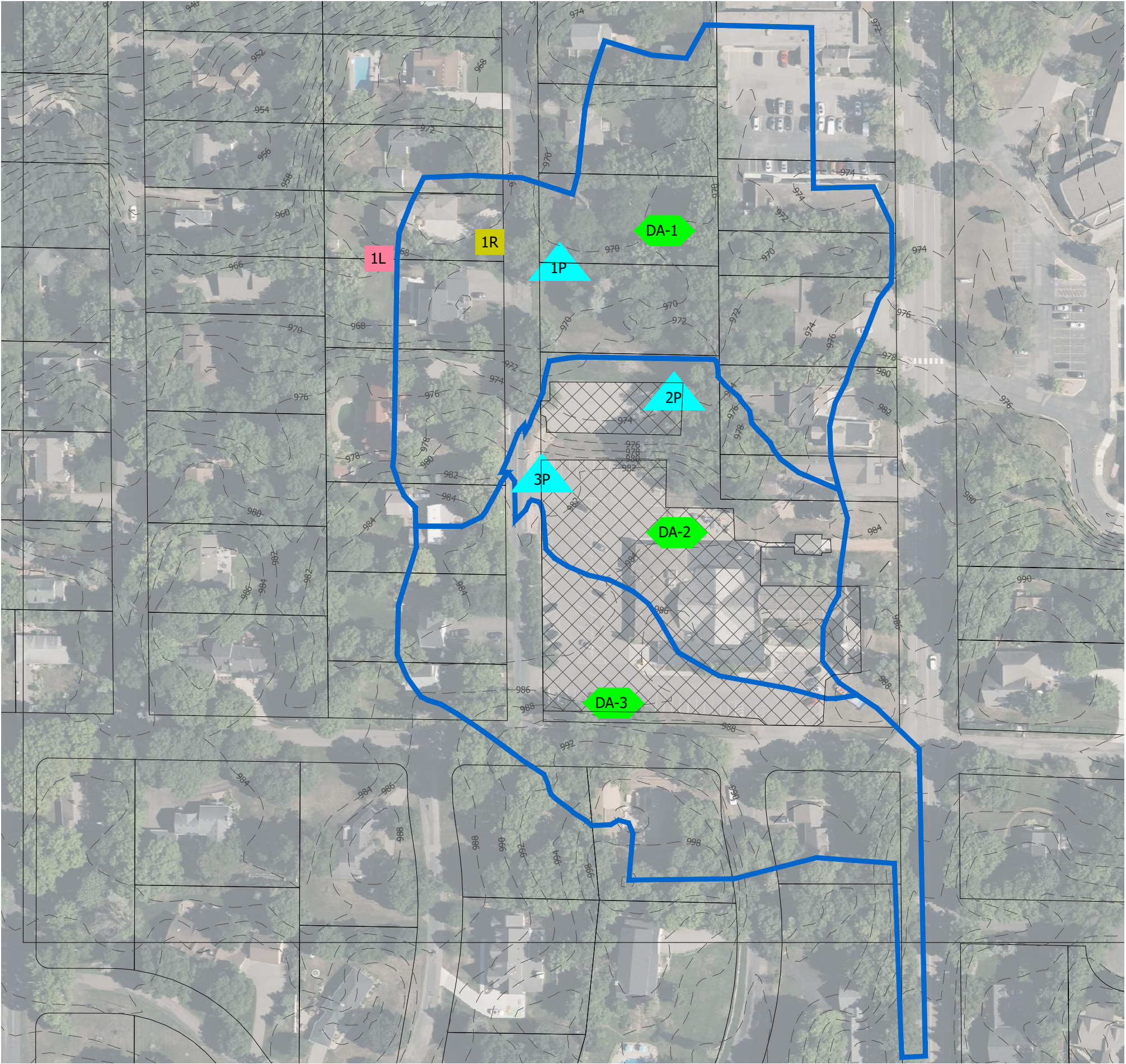
7.0 PROJECT SCHEDULE

The City of Deephaven is excited for this project and would like to complete the proposed improvements in 2025 if possible to ensure that the City and stakeholders can capitalize on a shared vision for these improvements. We proposed the following schedule for the implementation of the project. With any project, schedules may be subject to change as additional information becomes available.

- August 2025: Complete NOI & feasibility for MCWD
- Fall/Winter 2025: Final design and public engagement
- Fall/Winter 2025: Permitting and agreements for both MCWD/Calvary
- Winter 2025: Project Bidding
- Spring 2026: Project Construction



Figure 1 Existing Drainage



LEGEND

- HENNEPIN COUNTY PARCELS
- EXISTING STORM SEWER
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- DRAINAGE BOUNDARY
- IMPERVIOUS AREA

DRAINAGE AREA SUMMARY

	IMPERVIOUS	PERMOUS	AREA SUBTOTAL
DA-1	1.3	1.8	3.1
DA-2	1.17	0.83	2
DA-3	1.61	1.69	3.3
OVERALL	4.08	4.32	8.4

IMPERVIOUS AREA SUMMARY

	Site Area	Impervious Area	Pervious Area
Existing	132,260.00	87,064.00	45,196.00
Proposed	132,260.00	86,666.00	45,594.00
Net	-	(398.00)	398.00



733 MARQUETTE AVE
SUITE 1000
MINNEAPOLIS MN, 55402
PHONE: 612-712-2000
WWW.STANTEC.COM

CLIENT:

City of DEEPPHAVEN
20225 Cottagewood Road
Deephaven, MN 55331

CALVARY CHURCH STORMWATER

DEEPPHAVEN,
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE:

ISSUE NO.:									
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DESCRIPTION:

DATE:									
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CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 193807063

DWN BY: BRJ CHKD BY: APP'D BY:

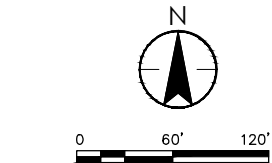
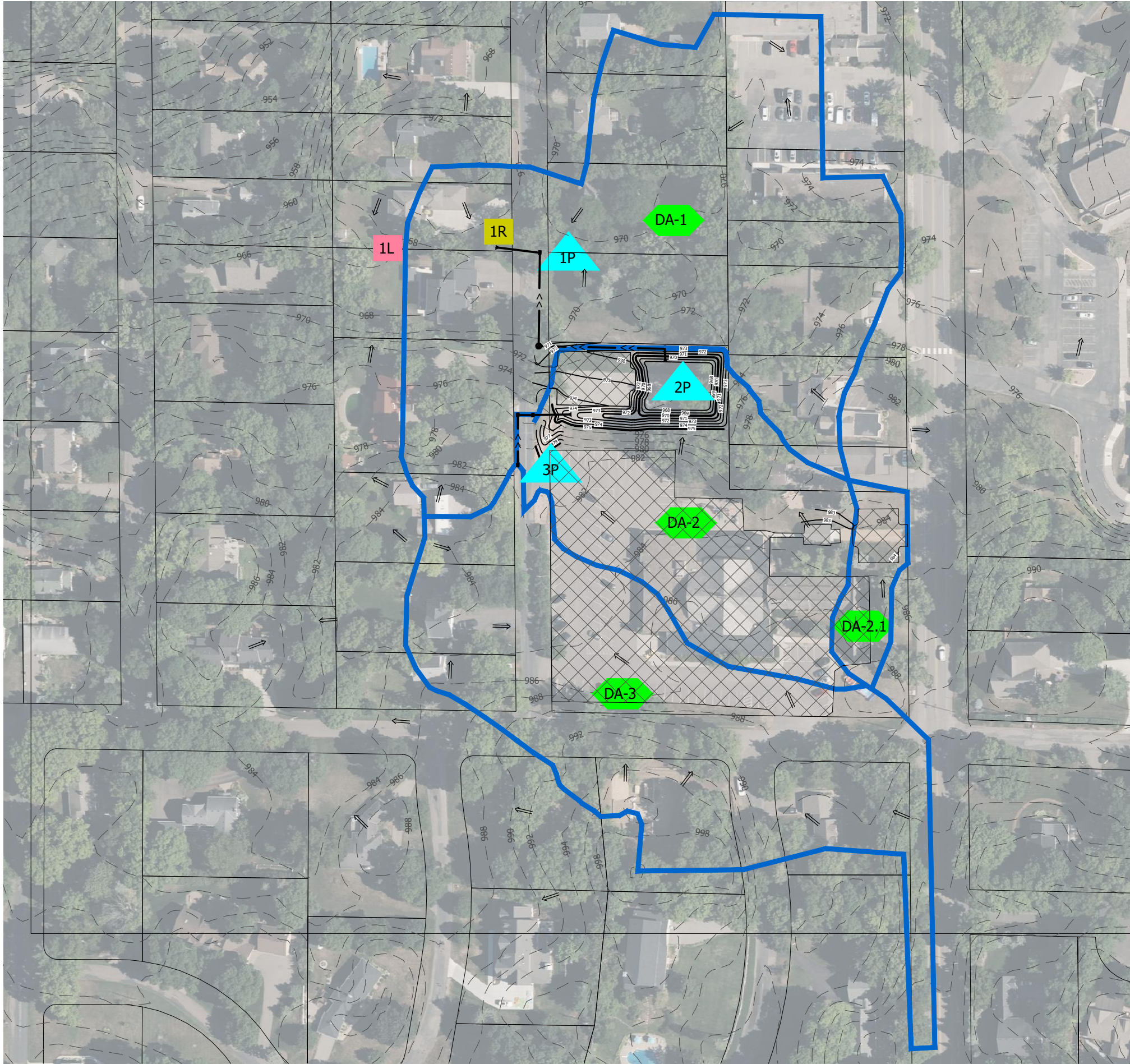
ISSUE DATE: 7/9/2025

ISSUE NO.: 1

SHEET TITLE:
EXISTING DRAINAGE

SHEET NO.:
EX-1

Figure 2 Proposed Drainage



LEGEND	
	HENNEPIN COUNTY PARCELS
	EXISTING STORM SEWER
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	DRAINAGE BOUNDARY
	PROPOSED STORM SEWER
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	IMPERVIOUS AREA

HYDROCAD DRAINAGE AREA SUMMARY

	IMPERVIOUS	PERVIOUS	AREA SUBTOTAL
DA-1	1.3	1.8	3.1
DA-2	1.16	0.84	2
DA-2.1	0.16	0.13	0.29
DA-3	1.61	1.69	3.3
OVERALL	4.23	4.46	8.69

MIDS DRAINAGE AREA SUMMARY

	IMPERVIOUS	PERVIOUS	AREA SUBTOTAL
DA-2	1.16	0.84	2
DA-2.1	0.16	0.13	0.29
DA-3	1.61	1.69	3.3
OVERALL	2.93	2.66	5.59

IMPERVIOUS AREA SUMMARY

	Site Area	Impervious Area	Pervious Area
Existing	132,260.00	87,064.00	45,196.00
Proposed	132,260.00	86,666.00	45,594.00
Net	-	(398.00)	398.00



733 MARQUETTE AVE
SUITE 1000
MINNEAPOLIS MN, 55402
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CLIENT:



CALVARY CHURCH STORMWATER

DEEHPHAVEN,
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE:

ISSUE NO.:

DESCRIPTION:

DATE:

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 193807063

DWN BY: BRJ CHKD BY: APP'D BY:

ISSUE DATE: 7/9/2025

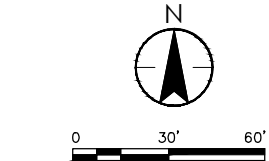
ISSUE NO.: 1

SHEET TITLE:
PROPOSED
DRAINAGE

SHEET NO.:

EX-2

Figure 3 Proposed Utility Plan



LEGEND	
	HENNEPIN COUNTY PARCELS
	EXISTING STORM SEWER
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED STORM SEWER
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR



733 MARQUETTE AVE
SUITE 1000
MINNEAPOLIS MN, 55402
PHONE: 612-712-2000
WWW.STANTEC.COM

CLIENT:



DEEHPHAVEN
CITY OF
20225 Cottagewood Road
Deephaven, MN 55331

CALVARY CHURCH STORMWATER

DEEHPHAVEN,
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE:

ISSUE NO.:

DESCRIPTION:

DATE:

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 193807063

DWN BY: BRJ CHKD BY: APP'D BY:

ISSUE DATE: 7/9/2025

ISSUE NO.: 1

SHEET TITLE
CONCEPTUAL
UTILITY PLAN

SHEET NO.:
EX-3

Appendix C Opinion of Probably Costs

OPINION OF PROBABLE COST
City of Deephaven
Calvary Church Stormwater Improvements
193807469
NOI APPLICATION
June 14, 2025



NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
BASE BID SCHEDULE					
SCHEDULE A - REMOVALS, EARTHWORK, AND RESTORATION					
1	MOBILIZATION	LS	1	\$ 12,000.00	\$ 12,000.00
2	CLEARING & GRUBBING	EACH	8	\$ 500.00	\$ 4,000.00
3	TRAFFIC CONTROL	LS	1	\$ 1,500.00	\$ 1,500.00
4	REMOVE DRAINAGE STRUCTURE	EACH	2	\$ 500.00	\$ 1,000.00
5	SAWING BIT PAVEMENT (FULL DEPTH)	L F	100	\$ 7.00	\$ 700.00
6	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	10	\$ 10.00	\$ 100.00
7	REMOVE SEWER PIPE (STORM)	L F	35	\$ 15.00	\$ 525.00
8	REMOVE BITUMINOUS PAVEMENT	S Y	1425	\$ 10.00	\$ 14,250.00
9	REMOVE EXISTING STAIRS	LS	1	\$ 1,000.00	\$ 1,000.00
10	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	L S	1	\$ 3,500.00	\$ 3,500.00
11	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	4	\$ 200.00	\$ 800.00
12	STORM DRAIN INLET PROTECTION	EACH	5	\$ 200.00	\$ 1,000.00
13	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	400	\$ 4.00	\$ 1,600.00
14	FERTILIZER TYPE 3	LB	40	\$ 10.00	\$ 400.00
15	COMMON TOPSOIL BORROW	C Y	125	\$ 40.00	\$ 5,000.00
16	SODDING TYPE LAWN	S Y	600	\$ 12.00	\$ 7,200.00
17	SEEDING	ACRE	0.25	\$ 6,500.00	\$ 1,625.00
18	INFILTRATION BASIN SEED MIX	LB	75	\$ 85.00	\$ 6,375.00
19	HYDRAULIC MULCH MATRIX	LB	200	\$ 4.00	\$ 800.00
SUBTOTAL SCHEDULE A					\$ 63,375.00
SCHEDULE B - PARKING LOT AND ROADWAY					
19	AGGREGATE BASE (CV) CLASS 5	C Y	350	\$ 50.00	\$ 17,500.00
20	TYPE SP 9.5 WEARING COURSE (2,B)	TON	150	\$ 130.00	\$ 19,500.00
21	TYPE SP 9.5 NON-WEARING COURSE (2,B)	TON	150	\$ 150.00	\$ 22,500.00
22	STRIPING	LS	1	\$ 1,000.00	\$ 1,000.00
23	RANDOM RIPRAP CLASS III	C Y	10	\$ 160.00	\$ 1,600.00
24	CONCRETE CURB & GUTTER	L F	175	\$ 50.00	\$ 8,750.00
25	6" CONCRETE DRIVEWAY PAVEMENT	S Y	20	\$ 120.00	\$ 2,400.00
26	PEDESTRIAN CROSSING STRUCTURE	EA	1	\$ 3,500.00	\$ 3,500.00
27	STAIRWAY	EA	1	\$ 5,000.00	\$ 5,000.00
SUBTOTAL SCHEDULE B					\$ 81,750.00
SCHEDULE C - STORMWATER SYSTEM					
28	EXCAVATION - COMMON	C Y	1150	\$ 30.00	\$ 34,500.00
29	SUBGRADE PREPARATION	LS	1	\$ 2,500.00	\$ 2,500.00
30	DITCH GRADING	L S	1	\$ 2,000.00	\$ 2,000.00
31	EXCAVATION - SUBGRADE	C Y	250	\$ 30.00	\$ 7,500.00
32	GRANULAR BORROW (CV)	C Y	250	\$ 35.00	\$ 8,750.00
33	12" RC PIPE APRON	EACH	3	\$ 1,750.00	\$ 5,250.00
34	12" RCP PIPE SEWER	L F	430	\$ 60.00	\$ 25,800.00
35	CASTING ASSEMBLY	EACH	6	\$ 750.00	\$ 4,500.00
36	CONST DRAINAGE STRUCTURE DESIGN SPECIAL (27")	EACH	2	\$ 2,500.00	\$ 5,000.00
37	CONST DRAINAGE STRUCTURE DESIGN SPEC (2'X3')	EACH	3	\$ 2,750.00	\$ 8,250.00
38	CONST DRAINAGE STRUCTURE DESIGN 48-4020	EACH	1	\$ 9,000.00	\$ 9,000.00
39	RIP RAP CLASS III (FIELD STONE)	C Y	10	\$ 160.00	\$ 1,600.00
SUBTOTAL SCHEDULE C					\$ 114,650.00
SCHEDULE D - ALT PARKING LOT					
40	EXCAVATION - COMMON	C Y	280	\$ 30.00	\$ 8,400.00
44	AGGREGATE BASE (CV) CLASS 5	C Y	240	\$ 55.00	\$ 13,200.00
45	TYPE SP 9.5 WEARING COURSE (2,B)	TON	80	\$ 140.00	\$ 11,200.00
46	TYPE SP 9.5 NON-WEARING COURSE (2,B)	S Y	80	\$ 155.00	\$ 12,400.00
47	COMMON TOPSOIL BORROW	C Y	20	\$ 40.00	\$ 800.00
48	SEEDING	ACRE	0.10	\$ 7,500.00	\$ 750.00
49	6" CONCRETE DRIVEWAY PAVEMENT	S Y	20	\$ 120.00	\$ 2,400.00
SUBTOTAL SCHEDULE D					\$ 49,150.00
SCHEDULE E - ADDITIONAL ITEMS					
50	PARKING LOT LIGHTING	LS	1	\$ 7,500.00	\$ 7,500.00
51	INTERPRETIVE SIGNAGE	LS	1	\$ 3,500.00	\$ 3,500.00
SUBTOTAL SCHEDULE E					\$ 11,000.00
SUBTOTAL					\$ 319,925.00
[30%] CONTINGENCY					\$ 95,977.50
TOTAL CONSTRUCTION COST					\$ 415,902.50
30% LEGAL, ENGINEERING, ADMIN, FINANCE					\$ 95,977.50
10% Permitting					\$ 31,992.50
TOTAL PROJECT COSTS					\$ 543,872.50

To: Kate Moran

From: Josh Accola

Project/File: MCWD #: 02-2008 – 4340

Date: September 17, 2025

Reference: Technical Review | City of Deephaven, Montgomerie Ave Drainage Project |Land and Water Partnership (LWP) Program's Notice of Interest Submittals**Introduction and Project Understanding**

Minnehaha Creek Watershed District (MCWD) and the City of Deephaven (City) have been coordinating over the past couple of years to identify water resource projects for potential funding partnership. The City provided its Capital Improvement Plan (CIP), technical studies, and indicated areas of interest and concern. Stantec, on behalf of MCWD, provided technical support by developing a concept level screening for water resources opportunities, utilizing data contained in materials provided by the City. Initial assessment sought to evaluate identified opportunities relative to each other, in terms of cost and total phosphorus (TP) load removal potential. Of the approximately 13 opportunities identified, implementation of an underground infiltration gallery beneath a parking lot at Calvary Church was identified as the opportunity with the best cost-benefit.

The City and its engineer worked to develop concept / feasibility level design on an underground infiltration system at Calvary Church, and their analysis was reviewed by MCWD and Stantec. Now, they have pivoted to proposing an aboveground infiltration basin through their latest NOI submittal. Through feasibility design, cost estimates and TP load estimates have been iteratively refined by the City. The primary purpose of the Montgomerie Ave Drainage project is phosphorus load removal, but the City has stated that ancillary flood reduction benefits may also be achieved. Findings of the technical review are documented in this memorandum.

Reviewed Materials

- "193807469_Notice of Intent_Montgomerie Stormwater 090925" dated September 9, 2025; by Stantec

LWP Program Considerations*Project Cost-Benefit*

We understand that the project would remove 5.4 lb TP/yr, over an assumed lifecycle of 25 years. The lifecycle cost presented is \$557,338.85, therefore the cost-benefit is \$4,128 per lb TP over the project's lifecycle. Phosphorus removals were estimated by the City's engineer using the MIDS calculator and cost estimates were prepared by the City's engineer.

Reference: Technical Review | City of Deephaven, Montgomerie Ave Drainage Project | Land and Water Partnership (LWP) Program's Notice of Interest Submittals

Drainage Area & Regional Impact Potential

The submittal indicates that the proposed stormwater system will receive runoff from a 5.6-acre drainage area that includes the east side of the Calvary Church parcel. The east side of the Calvary Church parcel previously drained east into Minnetonka Boulevard but is now graded towards the infiltration basin. The submittal indicates that of the 5.6-acre drainage area, approximately 2.7 acres are impervious. Of the 2.7 acres of impervious area, 2 acres are directly associated with Calvary Church, the proposed site of the stormwater system. The runoff from Calvary Church is currently untreated and drains to the City right-of-way and adjacent properties. The site ultimately drains to Lake Louise. Lake Louise discharges to Lake Minnetonka.

The system relies primarily on topography and surface drainage, not a pipe network, to direct water to the system. Most captured area will be from the Calvary Church site Montgomerie Avenue and Highland Avenue, with small portions of residential runoff also potentially reaching the system.

Drivers of Cost

Since this BMP and conveyance to the BMP is proposed over a portion of the privately owned parking lot, its construction requires removal, reconfiguration, and replacement of the parking lot. This cost has been included in the portion of the cost that the City seeks cost-share for. The other primary contributor to project cost is the excavation and conveyance system to the infiltration system.

The City is not seeking cost-share for proposed lighting improvements or for interpretive signage. However, they are now requesting cost-share for work required to add inlets and maintain the existing swale west of Montgomerie as well as the additional parking lot.

Project Longevity

Operations & Maintenance recommendations are provided to MCWD within the feasibility study for consideration. It is recommended that O&M activities and frequencies be consistent with the MN Stormwater Manual.

https://stormwater.pca.state.mn.us/index.php/Operation_and_maintenance_of_stormwater_infiltration_practices

Design Considerations

- As the design of the system is progressed, it is recommended that the following items be incorporated and/or considered: Submittals indicate that appropriate resources have been reviewed to inform suitability of soils for infiltration. The proposed system will achieve load removals solely by infiltration into native soils. Post-construction effluent water quality monitoring is not feasible for these types of systems because water either infiltrates into native soils or directly bypasses treatment. Therefore, it is critical that site soils be conducive to infiltration. The City completed soil borings at the site in May. The soil borings indicate that infiltration into native soils is feasible starting between 966-967'. The concept designs provided by the City show that the invert of the system is proposed approximately 968'. Stantec recommends that funding be contingent on revised design that demonstrates the system will have an effective interface with native soils that have sufficient infiltrative capacity. The design was modified to keep the system elevations as shown and

Reference: Technical Review | City of Deephaven, Montgomerie Ave Drainage Project | Land and Water Partnership (LWP) Program's Notice of Interest Submittals

remove clayey soils and amend with infiltrative soils. It is also recommended that infiltrometer testing be completed during construction to provide further verification of infiltration capacity.

- Preliminary hydrologic & hydraulic (H&H) modeling has been developed for the proposed above ground infiltration system. The modeling should be refined through the design process to ensure the outlet structure of the infiltration system is designed and reflected in the H&H model consistently with the amount of infiltration that water quality calculations assume will occur.

Regulatory Considerations

This section outlines current understanding of MCWD Rule triggers and provides high-level commentary based on the feasibility study.

Calvary Church is located on a parcel that is 3.04 acres in size (Hennepin County PID 1811722310109). This regulatory screening is based on the MCWD rules adopted April 11, 2024 and effective April 29, 2024 and is organized by rule.

Stormwater Management

This project involves a site greater than 1 acre, proposes less than 1 acre of new and fully reconstructed impervious surface, and proposes less than 40% site disturbance. The treatment requirements for this project will depend on whether there is a net increase or decrease in impervious surface area associated with the project (parking lot reconstruction). The submittal indicates that no net increase in impervious surface is planned, though we recommend communicating the regulatory implications of adding net impervious surface (if the plans change, or the site owner requests increases), to mitigate potential friction in the future.

- If a net decrease of impervious surface area is proposed or if the existing surface area is maintained, then a BMP needs to be installed. Treatment scope requirements are not defined. Therefore the BMP would double as the as the "BMP" that satisfies the regulatory requirement.
- If a net increase in impervious surface area is proposed, then volume control is required for the net added impervious surface. We recommend that if this is the case, that the treatment required to satisfy regulatory requirements be subtracted from the cost-share agreement.

Erosion Control

Compliance with the Erosion Control Rule will need to be demonstrated via erosion and sediment control plans.

Other Rules

No waterbodies or wetlands are located in the vicinity of the site and no floodplain is mapped at the site. Therefore, it is not expected that the MCWD Floodplain Alteration, Waterbody Crossings and Structures, Dredging, Wetland Protection, or Shoreline & Streambank Stabilization Rules will apply.

Procedural requirements will apply to the project, but financial assurances will not be required if the project is advanced by the City, as public entities are exempt from financial assurances and fees.

Reference: Technical Review | City of Deephaven, Montgomerie Ave Drainage Project |Land and Water Partnership (LWP) Program's Notice of Interest Submittals

Conclusion

Based on available data, implementation of an infiltration system at Calvary Church is feasible. Although the proposed project is designed to primarily treat runoff from Calvary Church, the City has demonstrated that the project has a favorable cost-benefit compared to other project opportunities within the City and the cost-benefit is generally within an acceptable range based on Stantec's experience. As system design and construction progress, it is recommended that the following be incorporated, to further confirm the system's viability and increase project success:

- Implement agreements for system operations and maintenance expectations.
- Perform infiltrometer tests during construction.
- Refine H&H modeling to better represent potential flood risk reductions; if desired by City and/or MCWD to demonstrate project benefits beyond water quality benefits.

**FUNDING AGREEMENT
MINNEHAHA CREEK WATERSHED DISTRICT and the CITY of DEEPHAVEN**

Montgomery Avenue Stormwater Management Project

A. THIS FUNDING AGREEMENT ("Agreement") is entered into by and between Minnehaha Creek Watershed District, a special purpose unit of local government under Minnesota Statutes Chapters 103B and 103D (MCWD), and the City of Deephaven, a State of Minnesota statutory city ("City").

B. MCWD's 2017 Watershed Management Plan outlines its intention to remain responsive to opportunities created through land use change and includes in its capital improvement program opportunity-based projects that reduce stormwater volume and nutrient loads to Lake Minnetonka.

C. On November 27, 2023, the MCWD Board of Managers ("Board") approved MCWD's Land and Water Partnership (LWP) program and adopted program implementation guidance setting forth procedures to receive and evaluate applications for program funding, and criteria by which the MCWD will evaluate applications.

D. The Montgomery Avenue Stormwater Management Project ("Project") consists of installing and maintaining an aboveground stormwater infiltration basin on a portion of the Calvary Church property to capture and treat stormwater runoff from an area of about 5.6 acres within the City. The Project expectation is to remove total phosphorus loadings of at least 5.69 pounds annually upgradient of Lake Louise, a wetland that drains to the non-impaired Robinson's Bay within the Lake Minnetonka Subwatershed.

E. The City has secured other Project funding in the amount of \$200,000 in state watershed-based implementation funding (WBIF) and \$45,034 in the form of a Hennepin County Opportunity Grant. On November 20, 2025, the MCWD Board approved LWP funding of \$125,000. The City has committed its own funding, \$173,839 for the remainder of Project cost.

THEREFORE, based on the foregoing recitals, which are incorporated into this Agreement, MCWD and the City agree as follows, intending to be legally bound:

DESIGN

1. The City, through its consulting professional engineer, will prepare 90 percent Project design plans. The 90% plans are subject to MCWD review and concurrence. MCWD concurrence is based on, but not limited to, the MCWD engineer's finding that the design is likely to provide at least 5.69 pounds per year of total phosphorus removal. MCWD concurrence is for its own funding purposes only and does not constitute a professional representation as to the design. The City will prepare a final design that conforms to the 90 percent design.

2. The City is responsible to obtain all permits and approvals required for the Project, including those of MCWD.

CONSTRUCTION

3. The City will prepare solicitation documents, procure a contractor and construct the Project in accordance with the design in which MCWD has concurred, and with all applicable laws, permits and approvals.

4. The City must obtain MCWD consent to any work change that could reduce the Project's stability, longevity or pollutant removal performance. MCWD will review any such request promptly and will not withhold consent unless it finds that stability, longevity or performance may be materially reduced. MCWD may not direct the contractor.

5. The City will invite MCWD to attend the pre-construction meeting and will give MCWD 48 hours written notice before beginning construction. MCWD may inspect the Project at all reasonable times, during construction and thereafter. The City will give the MCWD 5 days written notice before Project substantial completion inspection.

6. The City's engineer must certify the Project as substantially complete by December 31, 2026. The City will confirm completion and transmit as-built drawings to MCWD by May 31, 2027. If the Project is delayed, causing a need to extend the substantial completion or completion date, the City will request an extension in writing at least 30 days before the deadline. MCWD will review the request promptly and will not unreasonably withhold an extension.

ACCESS RIGHT/MAINTENANCE

7. Attachment A to this Agreement, incorporated herein, is a drainage and utility easement in favor of the City that provides the City the right to enter to construct and maintain the Project. Promptly after this Agreement and the easement in Attachment A are executed, the City will provide MCWD with a copy of the easement with stamp showing filing on the property title. The City will not alter its rights under the easement in any respect that renders it unable to construct or maintain the Project in accordance with the terms of this Agreement.

8. After completion, the City will maintain the stormwater infiltration basin as follows:

- (a) Will be inspected annually to ensure continued live storage capacity at or above the design volume.

- (i) Sediment spot removal and tilling of the soil will be completed if sediment accumulation is observed.

- (b) Invasive vegetation, excess sediment and debris will be removed as needed and healthy plant growth will be maintained to ensure that the facilities continue to perform per design.

The City will provide a brief maintenance report to MCWD annually, stating dates of inspections, observations and actions taken.

FUNDING/COST RESPONSIBILITY

9. MCWD will contribute \$125,000 to reimburse the City for Project contract costs. All remaining Project costs are the responsibility of the City, except that MCWD will bear its own staff and related internal costs to fulfill its obligations under this Agreement.

10. MCWD will disburse 90 percent of the funded amount when it has confirmed that the Project has been substantially completed, and the City has submitted invoices for design and qualifying construction contract costs. It will disburse the remaining 10 percent when the Project has been completed, as-builts have been submitted, and the City has submitted final construction invoices.

11. The MCWD contribution is conditioned on Project construction in accordance with the terms of this Agreement. In addition to any other remedy to which it is entitled for a violation of this Agreement, MCWD has a remedy of return of funds if the Project is not constructed in accordance with the design plans in which MCWD has concurred, by the deadline stated herein (including any extensions approved by MCWD, as provided above), and in accordance with the terms hereof.

USE OF STORMWATER FACILITY CAPACITY FOR REGULATORY COMPLIANCE

12. As between MCWD and the City, the City will own all capacity of the stormwater management basin. The City will not use, or permit a third party to use, the capacity, or a part thereof, for regulatory compliance purposes, except as follows:

(a) it has obtained written MCWD concurrence in the as-built capacity; and

(b) it has reimbursed MCWD in the same proportion of MCWD funding under this Agreement as the amount of capacity used bears to the as-built capacity and pro-rated by the years remaining in the Project's lifecycle.

GENERAL TERMS

13. The City will defend MCWD, its board members, employees and agents, indemnify them, and hold them harmless, from any and all actions, costs, damages and liabilities of any nature arising from the Project, except to the extent due to a negligent or willful act or omission of MCWD, or its board member, employee or agent. Nothing in this Agreement creates a right in any third party against MCWD or the City, or waives an immunity, defense or liability limit of MCWD or the City with respect to any third party. Remedies to either party for a failure by the other to conform to this Agreement lie in breach of contract only.

14. This Agreement is not a joint powers agreement under Minnesota Statutes §471.59. Nothing herein constitutes one party's agreement to be responsible for the acts or omissions of the other party pursuant to subdivision 1a of that statute.

15. The parties will comply with all applicable laws and regulations in performing their obligations under this Agreement. The Agreement will be construed and enforced according to the laws of Minnesota.

16. The following will be used for any communication under this Agreement:

City:	City of Deephaven 20225 Cottagewood Road Deephaven, MN 55331 ATTN: Dan Madsen DanM@cityof deephaven.org
MCWD:	Minnehaha Creek Watershed District 15320 Minnetonka Boulevard Minnetonka, MN 55345 ATTN: Kate Moran kmoran@minnehahacreek.org

or at such other address of which a party may, from time to time, notify the other party in writing.

17. This Agreement, including the Recitals and Attachment A, constitutes the entire agreement among the parties relating to the subject matter addressed herein. An amendment to this Agreement is valid only when reduced to writing and duly signed by the parties.

18. This Agreement is effective on execution by the parties. This agreement has a term of 25 years, which is considered the Project lifecycle for the purpose of this Agreement, and is the required maintenance period and the period to be used to calculate reimbursement under paragraph 12(b).

Intending to be legally bound:

CITY OF DEEPHAVEN

By: _____ Date:
Kent Carlson, Mayor

By: _____ Date:
Dan Madsen, City Administrator

Approved for form and execution

MCWD Counsel

MINNEHAHA CREEK WATERSHED DISTRICT

By: _____ Date: James Wisker, District Administrator

Attachment A
Drainage and Utility Easement

**WBIF GRANT ADMINISTRATION AGREEMENT
MINNEHAHA CREEK WATERSHED DISTRICT and the CITY of DEEPHAVEN
MONTGOMERIE AVENUE STORMWATER MANAGEMENT PROJECT**

This Memorandum of Agreement ("Agreement") is entered into by and between Minnehaha Creek Watershed District, a special purpose unit of local government under Minnesota Statutes Chapters 103B and 103D (MCWD), and the City of Deephaven, a statutory city of the State of Minnesota ("City") (together, the "Parties").

Recitals

A. MCWD's 2017 Watershed Management Plan outlines MCWD's intention to respond to opportunities created through land use change and includes in its capital improvement program opportunity-based projects to reduce stormwater volume and nutrient loads to Lake Minnetonka.

B. At the request of the City, MCWD applied to the Minnesota Board of Water and Soil Resources (BWSR) for a Clean Water Fund/Watershed Based Implementation Funding (CWF/WBIF) grant to provide partial funding for a City project involving the installation and maintenance of a stormwater infiltration basin at the Calvary Church property to benefit the water quality of Lake Louise, a wetland that drains to Robinson's Bay within the Lake Minnetonka subwatershed (the "Project"). The City's engineering assessment indicates that the Project will reduce total phosphorus (TP) load by about 5.69 pounds per year.

C. MCWD has been awarded a CWF/WBIF grant, identified as Grant C25-0339, in the total amount of \$424,534, of which \$200,000 is allocated to the Project. As grantee, MCWD is the grant agreement signatory and assumes obligations to BWSR under that agreement.

D. MCWD agrees to serve as grantee to facilitate the City's access to the grant funds and on the condition that the City will be responsible to MCWD for all grant requirements other than basic administrative and reporting obligations.

Terms

1. Attachment A to this Agreement, and incorporated herein, is the Project grant agreement including the grant work plan (together, "Grant Agreement").
2. MCWD will assume obligations to BWSR as set forth in the Grant Agreement. The City recognizes that as the party benefitting from the grant funds, it is responsible to facilitate MCWD's compliance with all Grant Agreement obligations.
3. The City will design, construct, maintain, and bear all non-grant funded costs of the Project, except as MCWD and the City have, by separate agreement, arranged for MCWD otherwise to contribute Project

funding. Each party will bear its own internal and administrative costs for any task it performs under this Agreement.

4. The City will conform to the Grant Agreement as to those obligations within its control. The City will cooperate in a timely way with MCWD with respect to any City communications, documentation or other support that MCWD requires in order to meet its obligations as grantee. Specifically, but not exclusively, the City will do the following in accordance with the Grant Agreement:

- a. Design, construct, and maintain the Project in accordance with the Grant Agreement and any applicable deadlines therein. The City will obtain and maintain access rights to all elements of the Project to which access is required for maintenance.
- b. Provide all matching funds.
- c. Comply with all contracting and bidding requirements, including prevailing wage requirements.
- d. Maintain and retain all books, records, documents and accounting procedures and practices for the period specified, make available for inspection, and perform required audits.
- e. Conform to publicity and intellectual property requirements.

5. The City will retain a professional engineer to design the Project. On completion of the 90 percent design, the City's retained engineer will state, in writing, the design's expected annual removal of TP from within the Lake Minnetonka subwatershed.

- a. The City must obtain MCWD approval of a design that its engineer finds is likely to result in a performance materially below 5.69 pounds of TP removal annually. MCWD will review any such request promptly and will not withhold consent unless it finds that performance may be below that figure, in which case either party may request consultation with BWSR to affirm that the Project continues to conform to the Grant Agreement.
- b. If the City cannot present a design that BWSR finds acceptable under the Grant Agreement, as it may be amended, MCWD may terminate this Agreement and allocate the funds hereunder for other purposes under the Grant Agreement, or decline the grant funds. In this event, MCWD and the City will cooperate to apply grant funds to Project costs incurred by the City, to the extent that BWSR allows.

6. The Parties will communicate promptly with each other to facilitate timely compliance with Grant Agreement requirements. MCWD will diligently obtain disbursement of grant funds from BWSR when available, and promptly disburse those funds to the City on receipt of invoices for qualifying design and construction costs.

7. The following terms apply and reflect MCWD's limited role as formal grantee:

a. The Parties will cooperate to ensure that: (i) the terms of the Grant Agreement are met; and (ii) the administrative costs and resource burdens incurred by MCWD as grantee are minimized.

b. As between the City and MCWD, the City will fully bear: (i) Project cost increases; (ii) the risk that, for any reason, BWSR does not provide the full grant amount; and (iii) the obligation to return or repay any grant amount, as any of these may arise under the Grant Agreement.

c. The City will hold MCWD harmless with respect to any claim, proceeding, cost, liability or damage the City incurs arising out of the Grant Agreement or MCWD's role as grantee thereunder. The City will indemnify MCWD with respect to any claim, proceeding, cost, damage or MCWD liability (including reasonable attorney fees) arising out of the Grant Agreement or the MCWD's role as grantee thereunder, including but not limited to any MCWD cost or liability arising out of its obligation to defend, hold harmless and indemnify the State, its agents and employees.

d. Notwithstanding subsection 7.c, the City's obligations to hold MCWD harmless and indemnify it do not apply to that portion of any loss, cost or damages resulting from MCWD's negligent or willful act with regard to its obligations regarding its management or disbursement of grant funds.

e. In any proceeding arising under the Grant Agreement, the Parties will cooperate to substitute or add the City as party in interest, both to minimize MCWD cost and to allow the City to fully protect its interests.

f. Notwithstanding any other term of this Agreement, nothing herein creates a right in any third party or waives an immunity, defense or liability limit of a party hereto with respect to any third party. As between the Parties, only contractual remedies are available for a party's failure to fulfill the terms of this Agreement.

g. This Agreement is not a joint powers agreement under Minnesota Statutes §471.59 and nothing herein constitutes either party's agreement to be responsible for the acts or omissions of the other party pursuant to subdivision 1a(a) of that statute.

8. The City will defend MCWD, its board members, employees and agents, indemnify them, and hold them harmless, from any and all actions, costs, damages and liabilities of any nature arising from the Project, except to the extent due to a negligent or willful act or omission of the MCWD, or its board member, employee or agent. Nothing in this Agreement creates a right in any third party or waives an immunity, defense or liability limit of a party hereto with respect to any third party. City remedies for any MCWD failure to conform to this Agreement lie in breach of contract only. Nothing in this Agreement shall constitute a waiver by either party of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or any other law.

9. The parties will comply with all applicable laws and regulations in performing their obligations under this Agreement. The Agreement will be construed and enforced according to the laws of Minnesota.

10. The following will be used for any communication under this Agreement:

City of Deephaven
20225 Cottagewood Road
Deephaven, Minnesota 55331
ATTN: Dan Madsen
DanM@cityofdeephaven.org

Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345
ATTN: Kate Moran
kmoran@minnehahacreek.org

or at such other address of which a party may, from time to time, notify the other party in writing.

11. This Agreement, including Attachment A, constitutes the entire agreement among the parties relating to the administration of the Grant Agreement. An amendment to this Agreement is valid only when reduced to writing and duly signed by the parties.

12. This Agreement is effective on execution by the Parties and will remain in effect until the Grant Agreement terminates. An obligation of a party under this Agreement that by its nature continues beyond Grant Agreement termination will survive the expiration of this Agreement.

CITY OF DEEPHAVEN

By: _____ Date:
Kent Carlson, Mayor

By: _____ Date:
Dan Madsen, City Administrator

Approved for form and execution

MCWD Counsel

MINNEHAHA CREEK WATERSHED DISTRICT

By: _____ Date:

James Wisker, Administrator

ATTACHMENT A
GRANT AGREEMENT



**2025 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
WATERSHED BASED IMPLEMENTATION FUNDING
GRANT AGREEMENT**

Vendor:	0000225729
PO#:	3000018686

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Minnehaha Creek WD, 15320 Minnetonka Blvd, Minnetonka MN 55345 (Grantee).

Grant ID	Grant Title	Awarded Amt
C25-0339	Minnehaha Creek WD 2025 WBIF	\$424,534.00

Total Grant Awarded: \$424,534.00

Recitals

1. The Laws of Minnesota 2023, Chapter 40, Article 2, Section 6(a) appropriated funds to the Board for the FY 2024 and 2025 Clean Water Fund Watershed Based Implementation Funding Program.
2. The Board adopted the Watershed Based Implementation Funding FY24-25 Policy and authorized the allocation of funds for the FY 2024 and 2025 Clean Water Fund Watershed Based Implementation Funding Program through Board Order #23-55.
3. The Grantee has submitted a BWSR-approved work plan for this program.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

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

The Grantee's Authorized Representative is:

TITLE Administrator
ADDRESS 15320 Minnetonka Blvd
CITY Minnetonka
TELEPHONE NUMBER 952.641.4509

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

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date:** December 31, 2027 or until all obligations have been satisfactorily fulfilled, whichever comes first.
 - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

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

- 2.1. **Implementation:** The Grantee will implement their Board approved work plan. The work plan will be implemented according to the Watershed Based Implementation Funding FY24-25 Policy.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. All individual grants over \$500,000 require a reporting expenditure by June 30 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2028, or within 30 days of fully expending funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

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

4. **Terms of Payment.**

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met.
- 4.2. Grantees may be required to submit documentation of expenditures reported.
- 4.3. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.4. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.5. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.6. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.7. This Grant Agreement includes advance payment. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, Watershed Based Implementation Funding FY24-25 Policy, ordinances, rules, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented.

6. **Assignment, Amendments, Work Plan Revisions, and Waiver.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments and Work Plan Revisions.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.
 - 6.2.1. Board approval is required of work plan revisions on grants less than \$50,000 if the cumulative budget adjustment is greater than \$5,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is greater than 10% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is greater than \$50,000.
 - 6.2.2. An amendment to the Grant Agreement is required on grants less than \$50,000 if the cumulative budget adjustment is equal to or greater than \$20,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is equal to or

greater than 40% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is equal to or greater than \$200,000.

6.2.3. Revisions that do not meet the thresholds identified in 6.2.1. or 6.2.2. are permitted without prior approval from the Board provided that such revision is documented and that the total obligation of the Board for all compensation and reimbursements to the Grantee shall not exceed the total grant award amount.

6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. Liability.

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. State Audits.

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. Publicity and Endorsement.

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination.

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

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

Approved:

Minnehaha Creek WD

Board of Water and Soil Resources

James wisker
By: Signed by: _____
James Wisker
4814D92F1C4C4FB...
(signature)

Marcey Westrick
By: Signed by: _____
Marcey Westrick
671258A058F246D...
(signature)

Administrator
Title: _____

Central Region Manager
Title: _____

5/28/2025
Date: _____

5/28/2025
Date: _____