

**MEETING DATE:** August 11<sup>th</sup>, 2016

**TITLE:** Authorization of Cost Share Funding- Wolfe Pointe Condos Stormwater Management Retrofit

**RESOLUTION NUMBER:** 16-066

**PREPARED BY:** Brett Eidem, Cost Share Grant Administrator

**E-MAIL:** beidem@minnehahacreek.org

**TELEPHONE:** 952-641-4523

**REVIEWED BY:**  Administrator  Counsel  Program Mgr. (Name): Telly Mamayek  
 Board Committee  Engineer  Other

**WORKSHOP ACTION:**

<input checked="" type="checkbox"/> Advance to Board mtg. Consent Agenda.	<input type="checkbox"/> Advance to Board meeting for discussion prior to action.
<input type="checkbox"/> Refer to a future workshop (date): _____	<input type="checkbox"/> Refer to taskforce or committee (date): _____
<input type="checkbox"/> Return to staff for additional work.	<input type="checkbox"/> No further action requested.
<input type="checkbox"/> Other (specify): _____	

**PURPOSE or ACTION REQUESTED:**

1. Order and authorize funding of 50 percent of the documented cost of the project, not to exceed \$16,368 from the Cost Share Fund, for the installation of the raingarden and educational signage, contingent on a signed grant agreement and signed maintenance agreement that include a landscape design plan that is mutually agreed upon by the grant recipient and District staff.
2. Authorize the Administrator to execute and sign a Cost Share funding agreement between Wolfe Pointe Condominiums and the District.

**PROJECT/PROGRAM LOCATION:**

4820 Park Commons Drive, St. Louis Park (map attached)

**PROJECT TIMELINE:**

Summer 2016

**PROJECT/PROGRAM COST:**

Fund name and number:

**Cost Share Grant Program (4005)**

Current budget:

\$600,000

Amount approved in 2016 to date:

\$130,115.65

Requested amount of funding:

50% of the documented costs for construction of the raingarden and educational signage, not to exceed \$16,368.

## **PROJECT DETAILS:**

The project consists of re-directing approx. 1 acre of parking lot runoff to a 4,000 sf raingarden with a heavy-duty pre-treatment system. This pre-treatment level spreader will minimize sedimentation of the raingarden and increase the longevity of its function. The project is in a highly visible location, so incorporating educational signage will expand the awareness of raingardens and this project's benefits to our water resources. The project is located in the Excelsior and Grand area of St. Louis Park, and the raingarden abuts the St. Louis Park rec center, trails and outdoor amphitheater that surround Wolfe Lake, which drains to Bass Lake and ultimately Lake Calhoun.

## **ESTIMATED WATER QUALITY BENEFITS**

- Annual Volume Reduction
  - 75,737 cf/year
- Annual Total Suspended Solids Reduction
  - 3,780 lbs/year
- Annual Total Phosphorus Reduction
  - 1.9 lbs/year

(These estimated reductions have been calculated by Wenck Associates Pollution Reduction Calculator for stormwater BMP's.)

## **SUMMARY:**

Wolfe Pointe Condominiums are located at 4820 Park Commons Drive in St. Louis Park. This property sits directly between Wolfe Lake and the Excelsior and Grand area. This Lake is surrounded by city owned Wolfe Park and the St. Louis Park recreation center, which includes paved trails, a waterpark, and an outdoor amphitheater. Wolfe Pointe Condos are doing a major overhaul of their landscaping, and is working with Urban Ecosystems on the site retrofit. Their first focus was their large parking lot on the NE corner of the property, which has drainage issues and has been eroding the hillside as water drains to Wolfe Lake. This is the most visible part of the property from the public parkland, and the proposed 4,000 sf raingarden will be easily seen from the less than 20 foot away bike path and parkland as it is all downhill. Staff has been in communication with Urban Ecosystems and the City of St. Louis Park, as this large of a raingarden will actually encroach slightly on the City property. The city is largely in favor of the project, and public signage that can be read from the bike path. The city is not assisting in funding the project, but will require Wolfe Pointe Condos to take on the long term maintenance of the raingarden. Because a portion of the raingarden will be on city property, the District will not require the project to be recorded in declaration as part of the property, but will rather require maintenance of the stormwater BMP in the funding agreement for 15 years. The city also will have a maintenance, easement and encroachment agreement with Wolfe Pointe Condominiums for the raingarden.

Because this is a 1 acre impervious drainage area all moving quickly to one spot, the raingarden will have a heavy duty pre-treatment component to it, minimizing the sedimentation and routine maintenance within the basin, while increasing the functionality and longevity of the raingarden. This will be done through a level spreader with a sump to settle out the sediment, and dissipate the flow entering the garden, spreading it out evenly across the basin.

Wolfe Lake is not currently monitored by the District for water quality, and appears to have historically been a large drainage pond for the area. It is 3 acres in size, with a maximum depth of 20 feet. The lake has a fishing pier, and the DNR has surveyed many fish species inhabiting the lake. The water from here drains directly to Bass Lake, where the District has been responsive to that community's concerns to water quality, through

adding a water quality gauge and by having attended multiple community meetings in recent months. The water eventually drains to Lake Calhoun, and then down to Minnehaha Creek.

This project is being brought forward outside of the cost share deadlines as it is a time sensitive opportunity, as they are attempting to get the landscaping installed yet this summer. The project was reviewed at the July 6<sup>th</sup> CAC subcommittee meeting, as well as the July 13<sup>th</sup> CAC meeting, with a funding recommendation from that group. There, staff and the CAC went into review of the water quality benefits of the project, while also taking into account the visibility and opportunity for greater education and outreach. Although there is not a strong outreach program within the condo association, the visibility and city support of the project added enough value to the District for the CAC to make a funding recommendation.

### **DESIGN, CONSTRUCTION, AND MATERIAL COSTS**

This project was scored through the cost share program evaluation scoresheet, receiving an 80/100 points. This historically would be a 50% funding recommendation. When reviewing the cost estimate, we identified that the project is proposing expensive, mature plantings. Although these will establish much quicker than small plugs, this was an area that the committee felt could shrink the District funding as it is somewhat of an unnecessary expense. We looked at all of the planting costs, and considered a third of that for what plugs and smaller shrubs would cost. The total cost of the raingarden and its pre-treatment system is \$39,317. Staff and the CAC recommends funding 50% of the project cost, and 30% of the plantings for the raingarden, not to exceed \$16,368.

### **STAFF RECOMMENDATION**

Staff and the CAC reviewed the project through the green infrastructure cost share evaluation criteria, and is recommending funding of 50% of the project, not to exceed \$16,368, contingent on a signed funding agreement between Wolfe Pointe Condominiums and the District.

#### Attachments:

1. Aerial Site Plan
2. Site Design Plans
3. Cost Estimate Breakdown
4. Cost Share Evaluation Review
5. Letter of Support from City of St. Louis Park
6. City of St. Louis Park- Wolfe Pointe Condos Maintenance Agreement Template

**RESOLUTION**

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**RESOLUTION NUMBER: 16-066**

**TITLE: Cost Share Funding for Wolfe Pointe Condominiums Stormwater Management Retrofit**

WHEREAS, the Cost Share Program was established by the MCWD to provide grants to property owners to design and install best management practices that will reduce the volume and increase the quality of stormwater flowing offsite and provide support for beyond-regulation projects that protect and improve water resources; and

WHEREAS, the District's 2007 Comprehensive Water Resources Management plan also identifies expanding the knowledge base of water resources management and providing education opportunities through demonstrative projects within the watershed as key functions of the Cost Share Program; and

WHEREAS, funds are available in the 2016 budget for the Cost Share Grant Program; and

WHEREAS, Wolfe Pointe Condominiums applied for cost share funding for a raingarden to collect and infiltrate runoff from impervious surfaces onsite, and

WHEREAS, on July 13, 2016, the grant proposal was reviewed by the Citizen's Advisory Committee (CAC) and the CAC made a recommendation to the Board to approve the proposal and provide funding in the amount requested; and

WHEREAS, MCWD staff has reviewed the proposal and the CAC's recommendation, and finds the proposal to be consistent with the goals the Cost Share Program and recommends funding of \$16,368 from the Cost Share fund; and

NOW, THEREFORE, BE IT RESOLVED, that the MCWD Board of Managers authorizes the administrator to execute, on advice and consent of counsel, to sign a cost-share funding agreement with Wolfe Pointe Condominiums, providing reimbursement funding of 50 percent of the documented costs for construction of stormwater BMPs, and 30 percent of the plantings for the raingarden, not to exceed a project total of \$16,368 from the Cost Share Program fund, contingent on a signed cost-share funding agreement between Wolfe Pointe Condominiums and the District.

Resolution Number 16-066 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_.  
Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: \_\_\_\_\_.

\_\_\_\_\_  
Secretary Date: \_\_\_\_\_





### Natural Resources

Go to Natural Resources links

Clear results

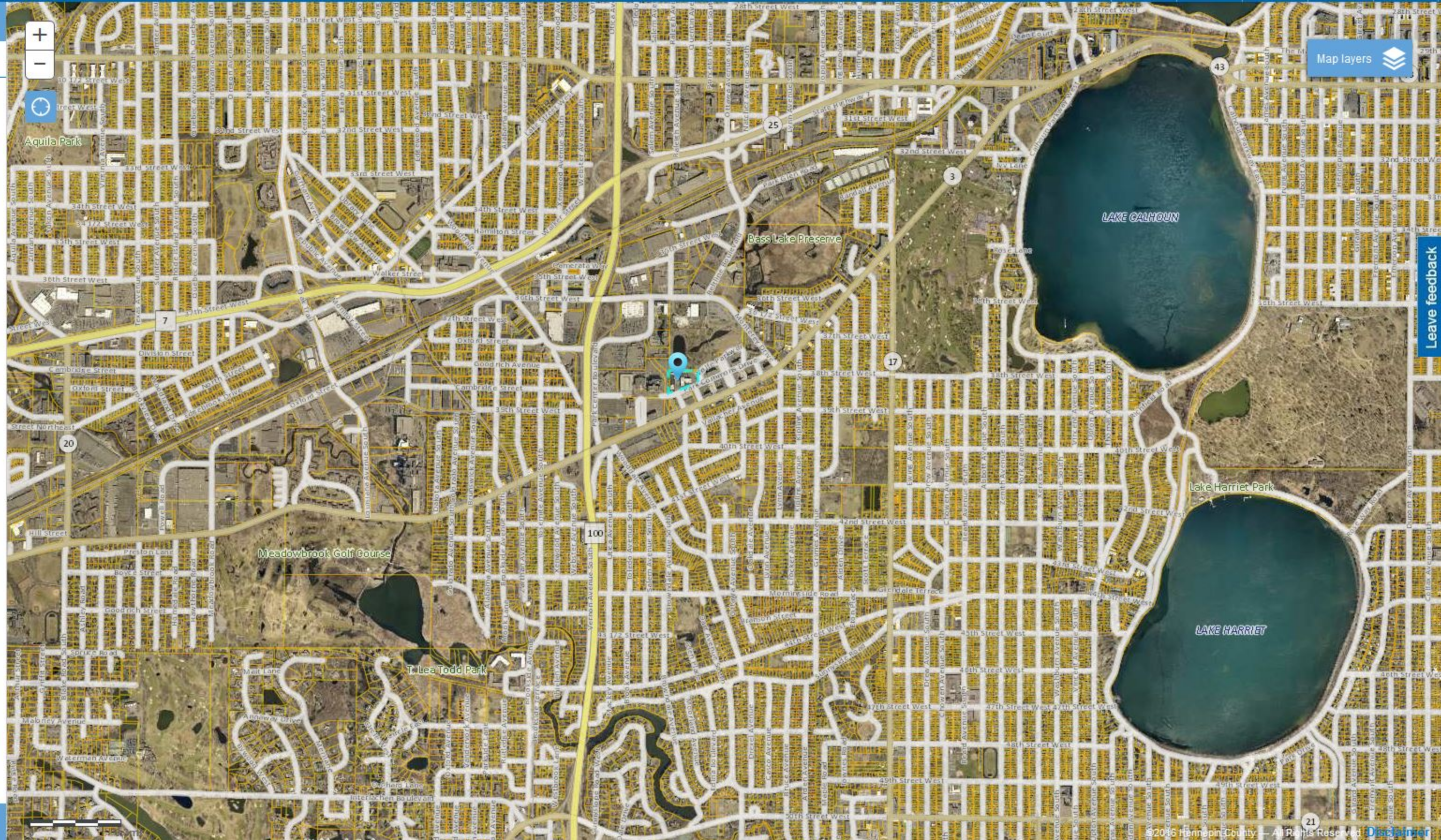
PID:	0702824219000
Address:	Multiple Addresses
Owner Name:	Multiple Owners
Acres:	3.62

Back to parcel

Results for point location (UTM 15N):  
X: 472880.218, Y: 4975658.015

Click the items with a + below to view results

- + Land Cover Present
- No Ecologically Signif. Area Present
- No Natural Resource Corridor Present
- + Soils Present
- No Conservation Easements Present
- No DNR Public Waters Present
- No Floodplain Present
- No Wetlands Present
- No DNR Infested Waters Present
- No MPCA Impaired Waters Present
- + Watershed Present



Map layers

Leave feedback





Map layers 

Leave feedback



Bass Lake Preserve

Rec Center / Wolfe Park

17

200 400



# WOLFE LAKE CONDOMINIUMS

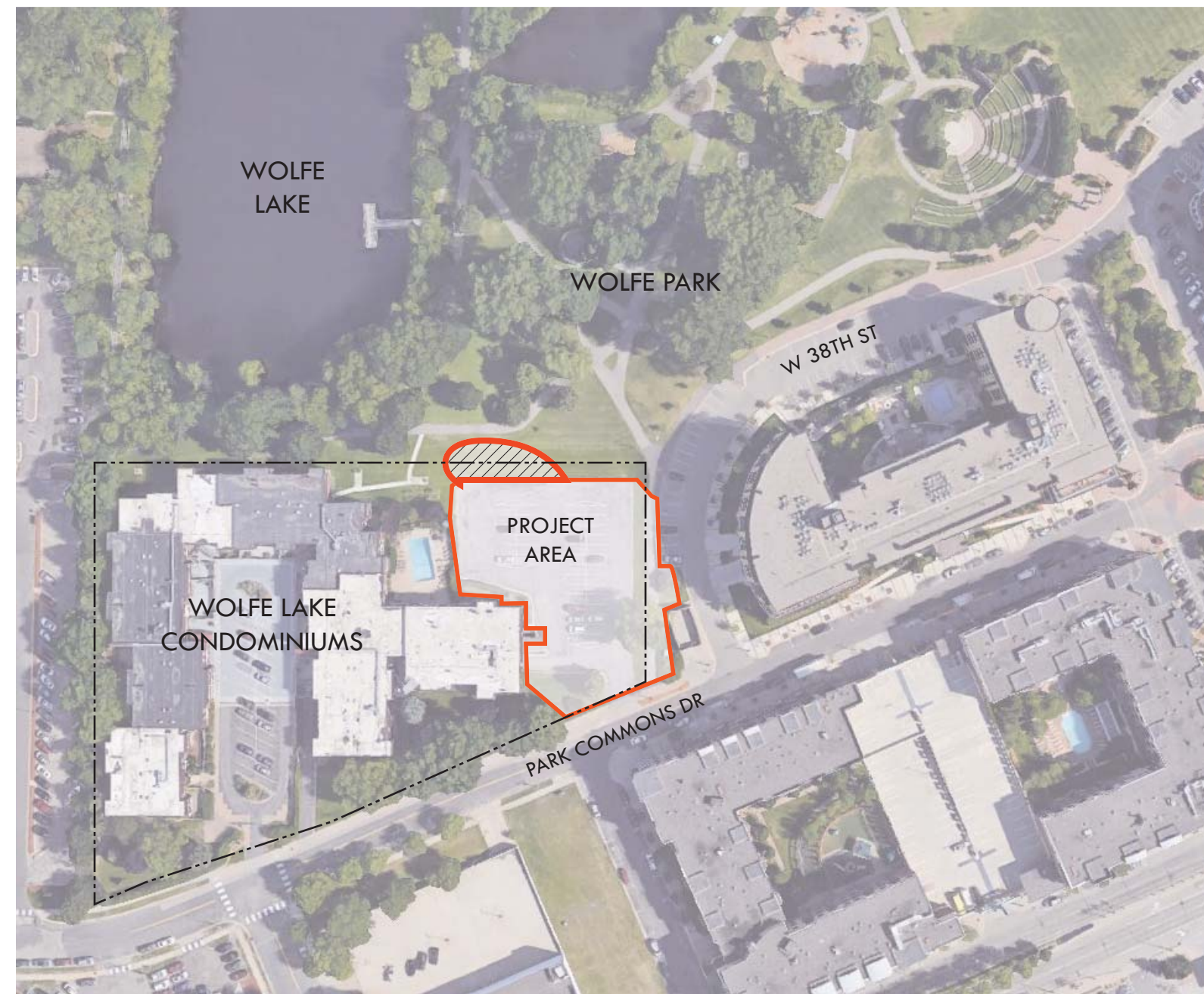
## STORMWATER RETROFIT PROJECT

### SHEET INDEX

- L100 - COVER SHEET
- L101 - CATCHMENT PLAN
- L102 - PLANTING PLAN
- L103 - RAIN GARDEN SECTION
- L104 - PRE-TREATMENT DEVICE
- L105 - PRE-TREATMENT DEVICE
- L106 - PRE-TREATMENT DEVICE

PROJECT LOCATION:  
4820 PARK COMMONS DR  
ST LOUIS PARK, MN 55416

PREPARED FOR:  
MINNEHAHA CREEK WATERSHED DISTRICT  
15320 MINNETONKA BLVD  
MINNETONKA, MN 55345



WOLFE LAKE CONDOMINIUMS  
LANDSCAPE IMPROVEMENT PLANS  
4820 PARK COMMONS DR  
ST LOUIS PARK, MN

DATE: 6.7.2016  
DRAWN: MWK  
CHECKED: SLG  
APPROVED: MWK

PROJECT NO.  
509-27-1

SHEET:  
L100






**RUNOFF INFORMATION**


**EXISTING CONDITIONS:**  
 DRAINAGE AREA: 46,245 sq ft  
 IMPERVIOUS %: 75%  
 USDA SOIL CLASS: B  
 1.25" WQV: 3,114 cu ft


**PROPOSED:**  
 INFILTRATION AREA: 3,852 sq ft  
 PONDING DEPTH: 10"  
 VOLUME: 3,197 cu ft  
 % CAPTURE: 100%

*CALCULATIONS DEVELOPED USING THE MIDS STORMWATER CALCULATOR, CROSS-REFERNCED WITH THE SCS METHOD*

**LEGEND**


 CATCHMENT BOUNDARY


 FLOW ARROWS

 EXISTING 2' CONTOUR

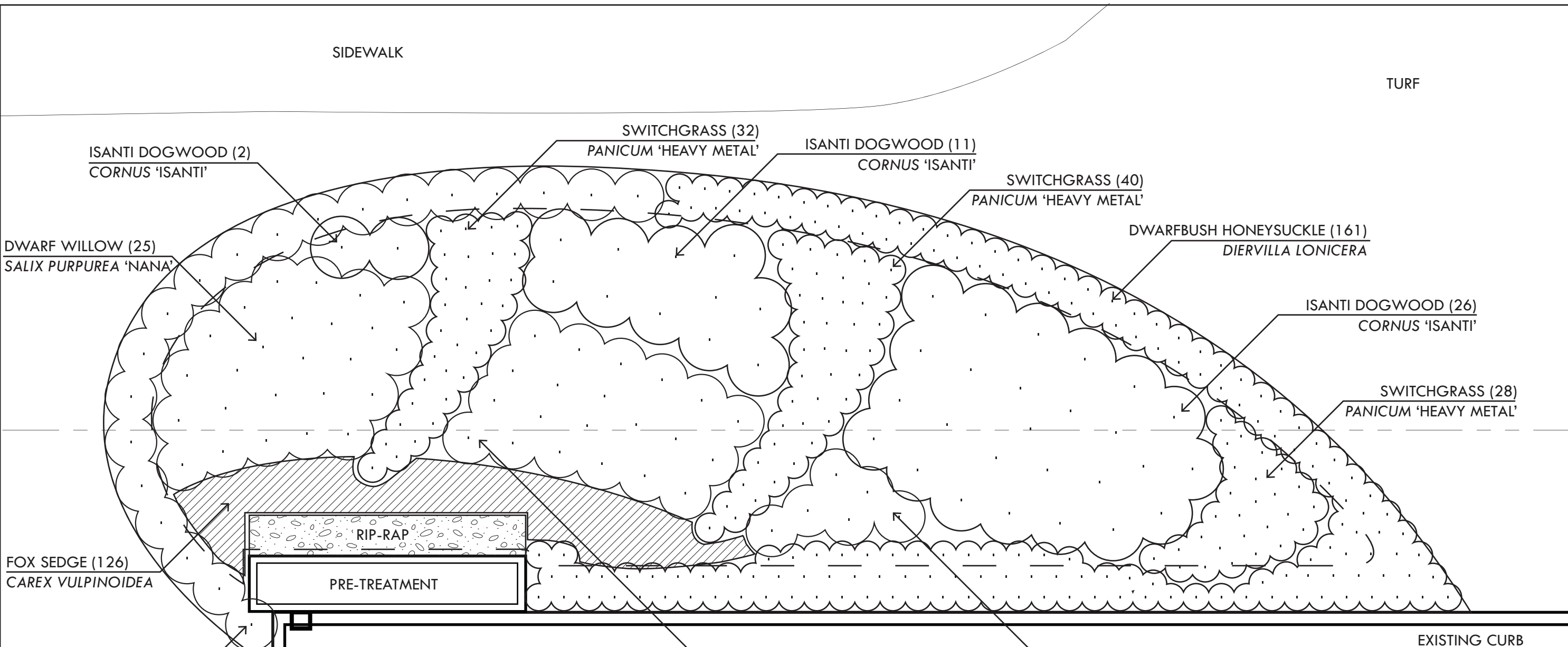
**1** PROPOSED RAINWATER GARDEN

1" = 30'-0"



 NORTH





PLANT LIST

Botanical Name	Common Name	QTY	ROOT	SIZE	NOTES
<b>SHRUBS</b>					
Cornus sericea 'Isanti'	Isanti Dogwood	39	CONT.	#5	
Diervilla lonicera	Dwarf Bush Honeysuckle	161	CONT.	#2	
Rhus aromatica 'Gro-Low'	Gro Low Sumac	20	CONT.	#2	
Salix purpurea 'Nana'	Dwarf Willow	52	CONT.	#5	

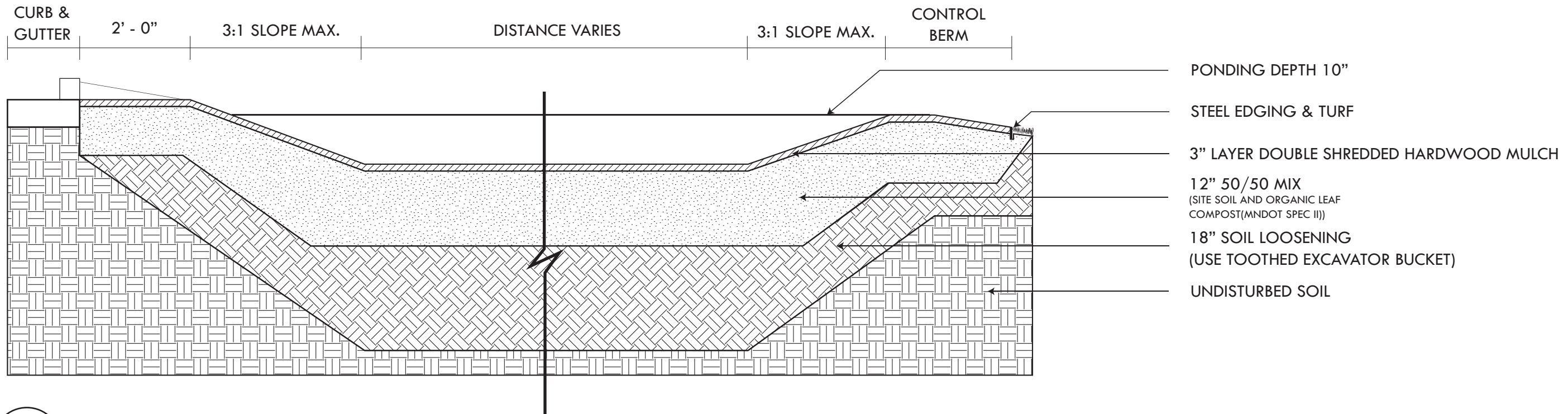
<b>PERENNIALS</b>					
Carex vulpinoidea	Fox Sedge	126	CONT.	3.5"	18 tray
Panicum virgatum 'Heavy Metal'	Heavy Metal Switchgrass	100	CONT.	#1	

**1** RAIN GARDEN PLANTING PLAN

1" = 10'-0"

NORTH





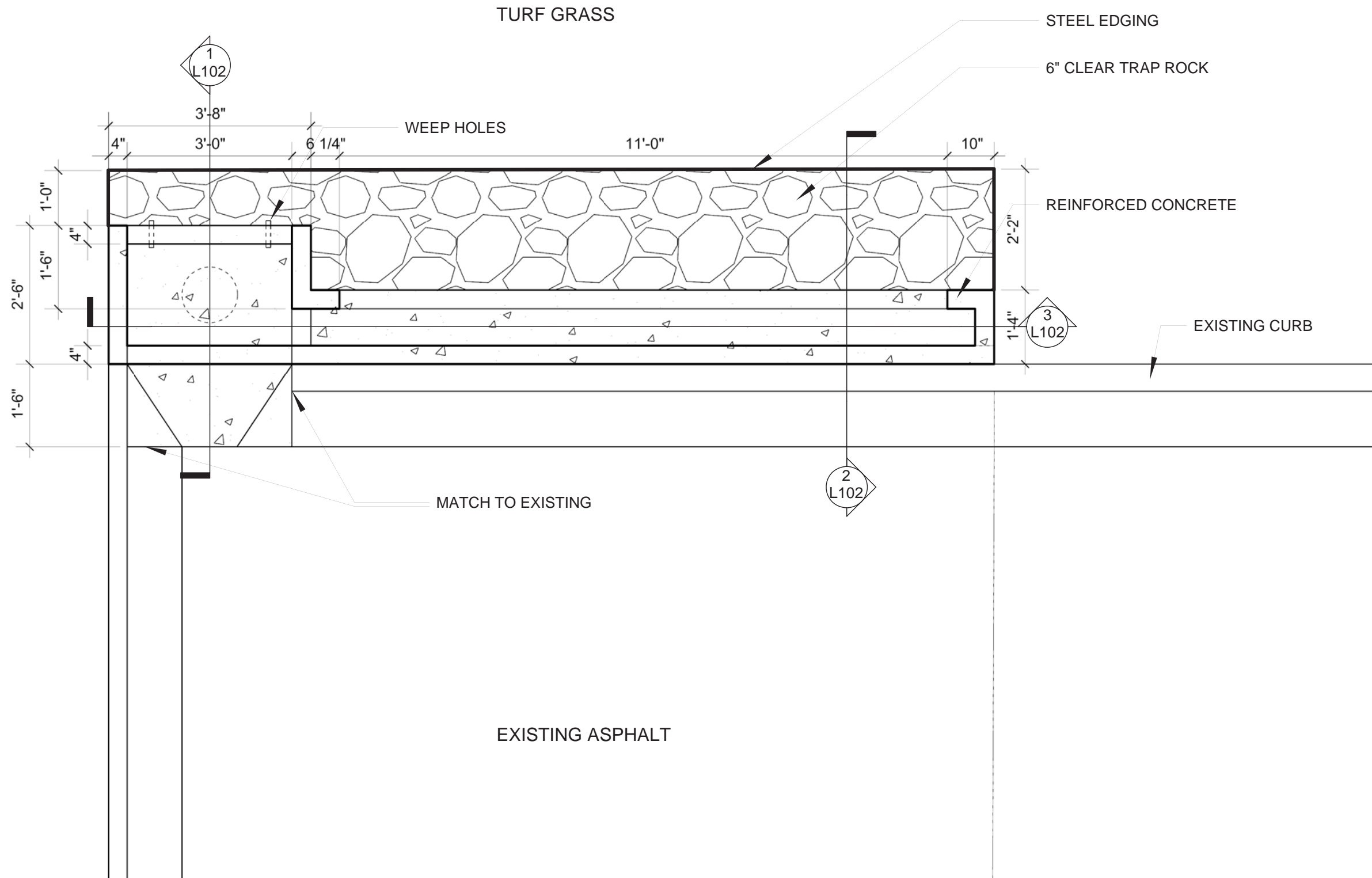
**1** RAIN GARDEN TYPICAL SECTION

**SOILS INFORMATION**

**PROPERTIES AND QUALITIES**

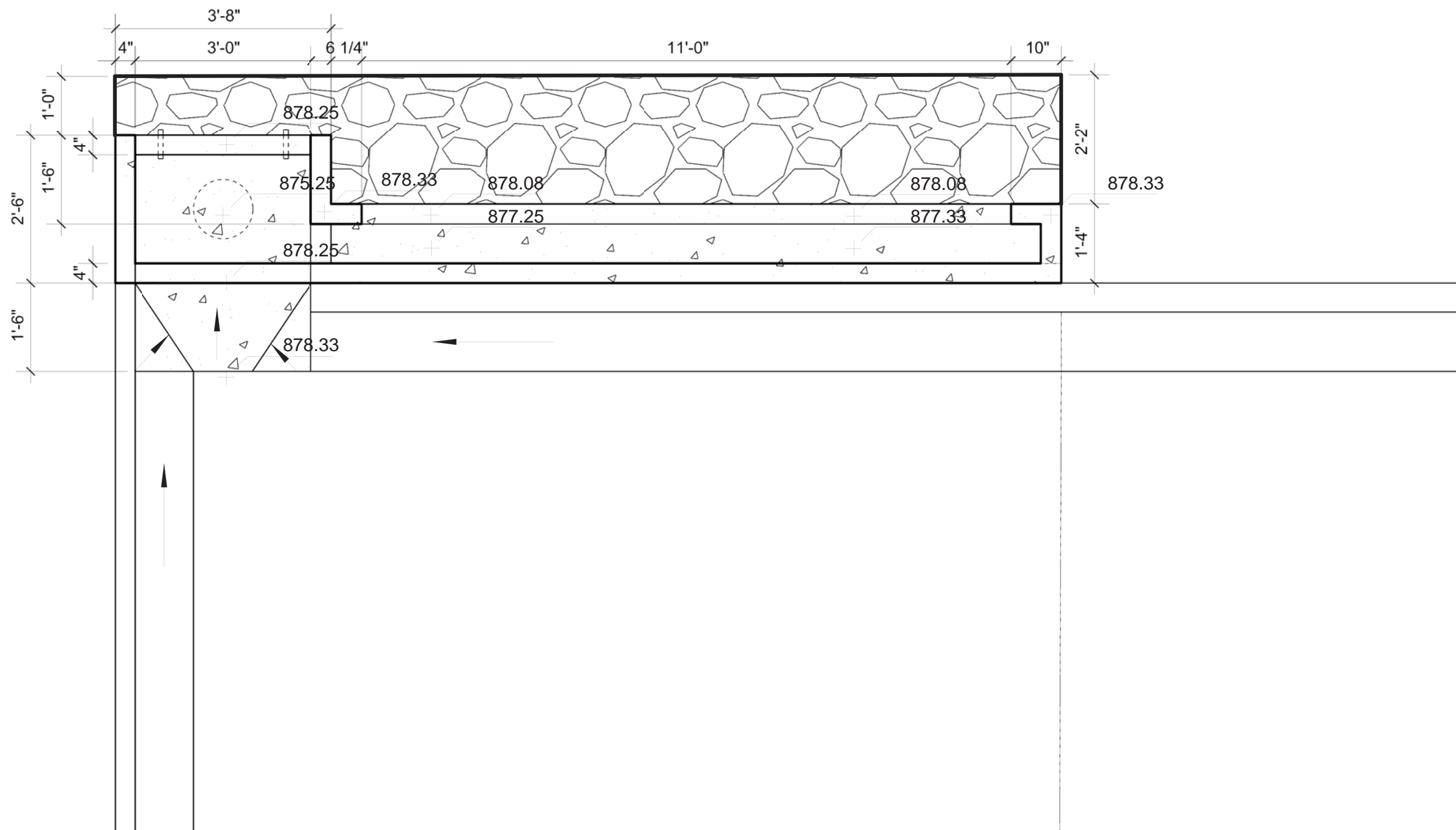
U1A-Urban Land Udothents  
 Slope: 0 to 2 percent  
 Depth to restrictive feature: More than 80 inches  
 Drainage class: Well drained  
 Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)  
 Depth to water table: More than 80 inches  
 Onsite investigation revealed a sandy loam mixture with relatively low levels of compaction. For stormwater modeling purposes, a hydrologic group B soil was chosen.





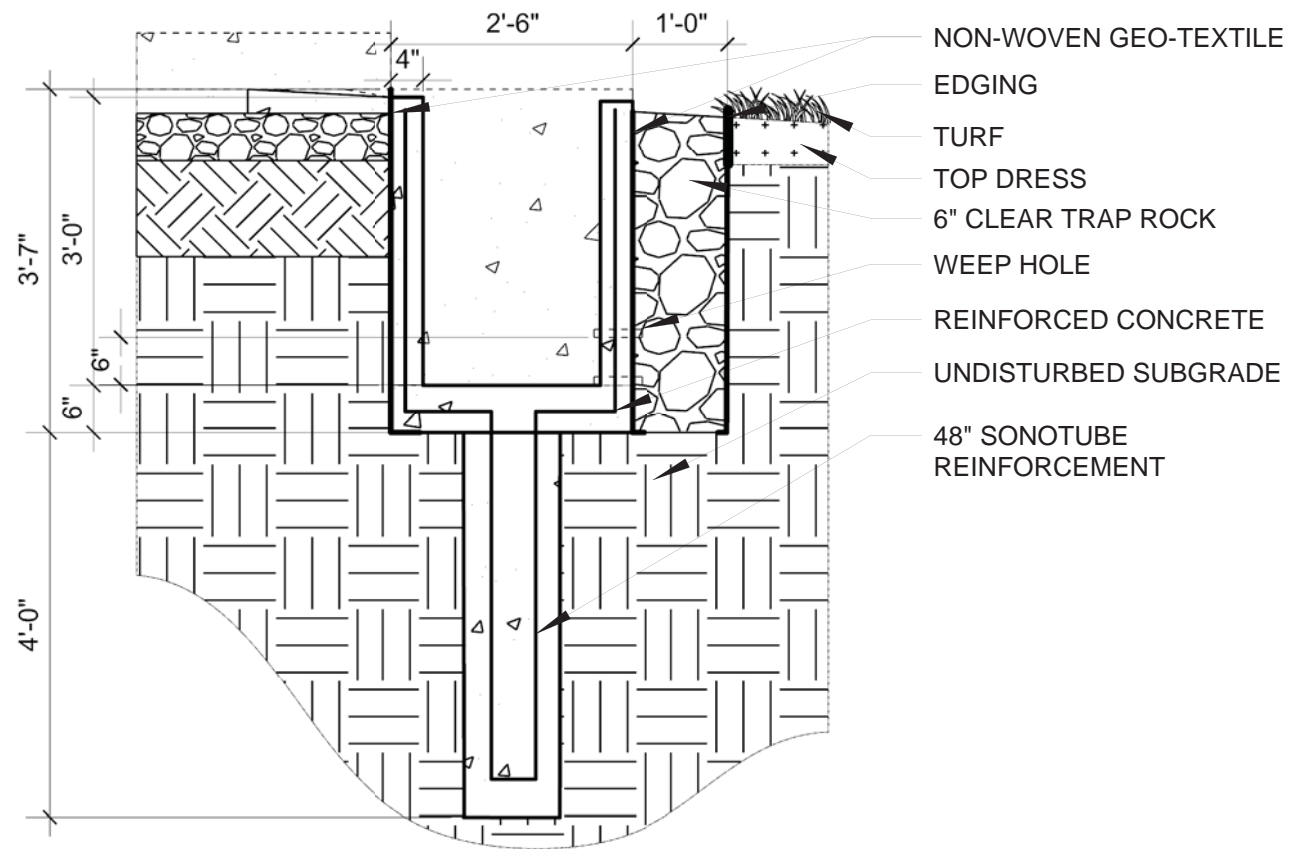
1 DRAINAGE STRUCTURE PLAN  
1" = 2'





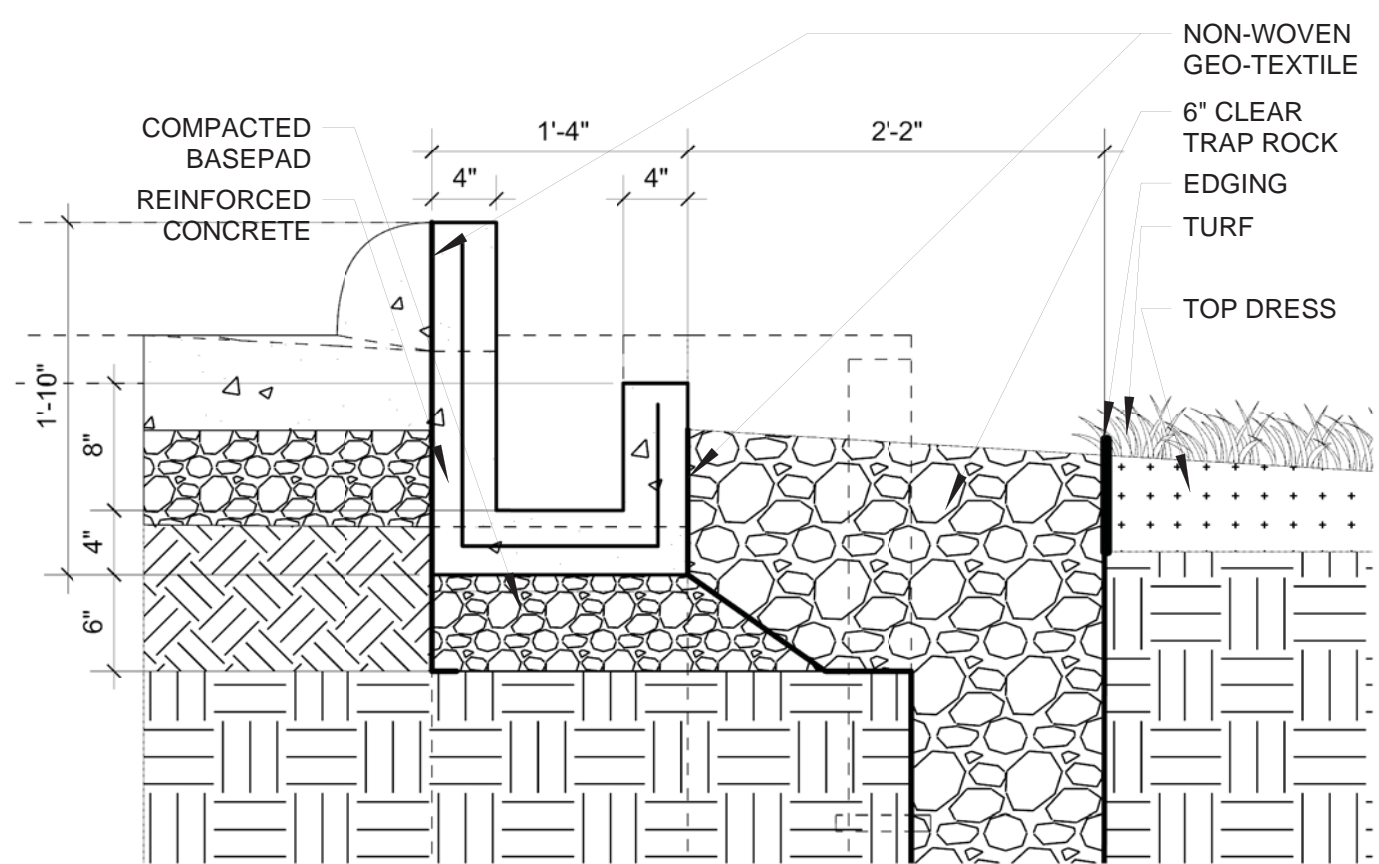
② DRAINAGE STRUCTURE PLAN  
1" = 2'





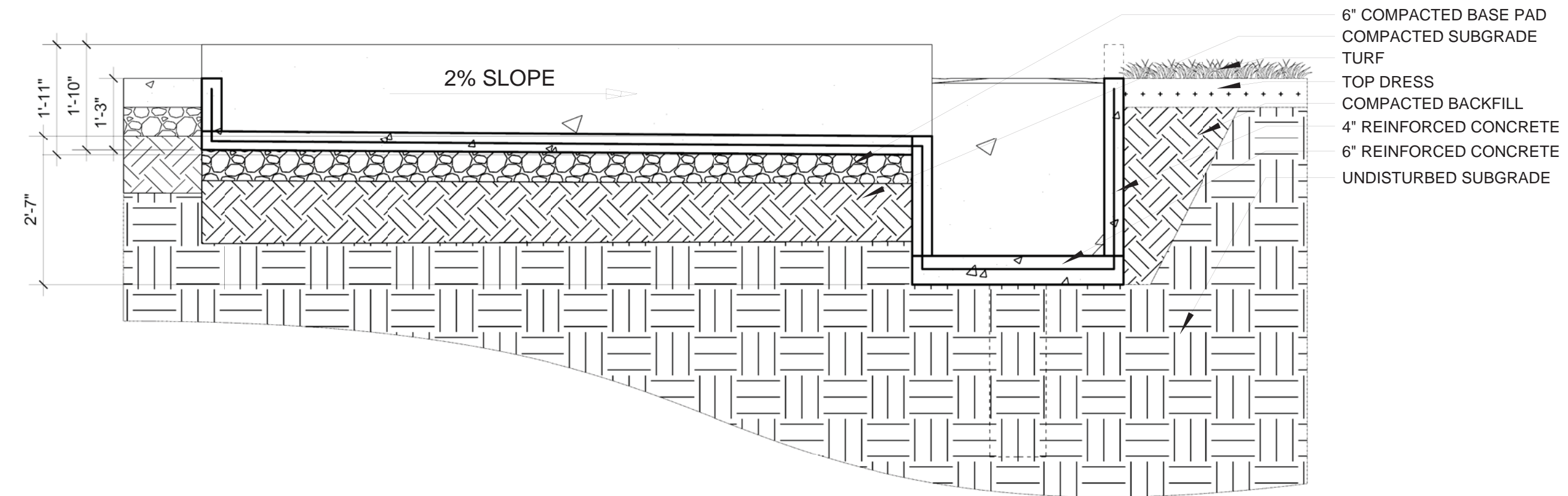
- NON-WOVEN GEO-TEXTILE
- EDGING
- TURF
- TOP DRESS
- 6" CLEAR TRAP ROCK
- WEEP HOLE
- REINFORCED CONCRETE
- UNDISTURBED SUBGRADE
- 48" SONOTUBE REINFORCEMENT

1 SEDIMENT SUMP SECTION  
1" = 2'



- NON-WOVEN GEO-TEXTILE
- 6" CLEAR TRAP ROCK
- EDGING
- TURF
- TOP DRESS

2 LEVEL SPREADER SECTION  
1" = 1'



- 6" COMPACTED BASE PAD
- COMPACTED SUBGRADE
- TURF
- TOP DRESS
- COMPACTED BACKFILL
- 4" REINFORCED CONCRETE
- 6" REINFORCED CONCRETE
- UNDISTURBED SUBGRADE

3 SUMP & SPREADER LONG SECTION  
1" = 2'



1501 Brooks Ave E.  
 Maplewood, MN 55109  
 Phone # 6512695238  
 nelcolandscaping.com

Date	Estimate #
6/16/2016	697

Name / Address
Urban Ecosystems (C) Wolfe Lake

Project

	Service/Materi...	Description	Qty	Total
Excavation	Soil removal	Removal of needed soils for the Drainage structure	25	2,000.00
	Rental	Backhoe excavator	1	200.00
Sump and Level Spreader	Labor	Installation of 12" x 48" footer	1	150.00
	8 oz Non-Woven B...	Boulder fabric located on vertical edges for soil stabilization	0.25	174.60
	3/4" minus	6" of compacted base located under level spreader	1	74.85
	Trap Rock 3"-6"	3"-6" trap rock clear and washed (Ton)	6.5	596.70
	1/2" x 48" Steel Re...	1/2" rebar located throughout concrete on all sides	30	268.20
	PVC 2" x 2' PVC pipe	2" pipe for weep holes	1	11.91
	Concrete commerci...	Flat work (ie. bottom of sump and spreader)	45	603.45
	Concrete commerci...	Vertical walls	67.5	1,206.91
	3/4" x 4' x 8' Red O...	To create forms	6	539.40
	2"x4"x8' Lumber	To create forms	20	85.20
	Steel Edging	Surrounding proposed trap rock	20	100.00
	Constuction	Steel grate for top of box	1	350.00
	Raingarden	Turf Removal	Removal of all turf debris including roots	20
Grading		Grading of raingarden for 10" ponding depth	4	860.00
Soil removal		Removal for engineered soils 12"	145	6,525.00
Grading		Ripping of 24" of soils below excavated soils	3	450.00
Raingarden Mix		70% Washed Course Sand	145	7,231.88
		30% Organic Leaf Compost	7	1,400.00
Delivery		Soil deliveries	16	982.40
Steel Edging Borde...		Border Line Black 4" x 1/8" x 10'	30	2,051.25
Shredded Dark Col...		3" depth in entire garden	1	150.00
Delivery		Mulch and edging	2	400.00
Backhoe			5	354.00
M-Root		3-3-3 25# Bag	39	1,072.50
Cornus sericea 'Isa...		Isanti Dogwood #2	161	4,830.00
Diervilla Ionicera #2	Northern Dwarf Bush Honeysuckle			

NO LIABILITY OR WARRENTIES ON ANY MATERIALS OR LABOR UNLESS OTHERWISE NOTED

Payments will be made to the order of Nelco Landscaping, unless otherwise instructed.

**TERMS AND CONDITIONS:**

See Terms and Conditions. Any modifications must be in writing signed by Nelco Landscaping and the owner(s) of the property that this Estimate pertains to.

<b>Total</b>		
<b>Signature:</b>	<b>Date:</b>	



1501 Brooks Ave E.  
 Maplewood, MN 55109  
 Phone # 6512695238  
 nelcolandscaping.com

Date	Estimate #
6/16/2016	697

Name / Address
Urban Ecosystems (C) Wolfe Lake

Project

	Service/Materi...	Description	Qty	Total
Repair	Rhus aromatica 'Gr...	Grow Low Sumac #2	20	600.00
	Salix purpurea 'Nan...	Dwarf Blue Leaf Arctic Willow #2	52	1,560.00
	3.5" Pot	Fox Sedge	126	811.44
	Panicum virgatum '...	Heavy Metal Switch Grass #1	100	1,750.00
	Delivery	Plant delivery	1	200.00
	Lawn Seeding Top...	Repair damaged lawn space around project	5	434.25
	Premium Sun and ...	25 lb bag	1	89.90
	Straw Blanket 2 sid...	8'x112.5' use for slopes 1:3, ditches with gradients 3% or less, and flow velocities less then 6.5' per second	2	203.96
		Sales Tax		0.00

NO LIABILITY OR WARRENTIES ON ANY MATERIALS OR LABOR UNLESS OTHERWISE NOTED

Payments will be made to the order of Nelco Landscaping, unless otherwise instructed.

**TERMS AND CONDITIONS:**

See Terms and Conditions. Any modifications must be in writing signed by Nelco Landscaping and the owner(s) of the property that this Estimate pertains to.

<b>Total</b>			<b>\$39,317.80</b>
<b>Signature:</b>		<b>Date:</b>	



**Cost Share Grant Evaluation Form**  
**Green Infrastructure Grant**

Name of Reviewer: Brett Eidem  
 Date Reviewed: 6-30-2016

**Applicant: Wolfe Point Condos**

**Project: 4820 Park Commons Dr., St. Louis Park**

**Total Project Budget: \$40,000**

**Requested Funding: 50%**

**Green Infrastructure Grant:** project must result in greater water quality/natural resource improvements.

<b>Organization Type: Condo Association</b>		
<b>Are the Goals of Project Clearly Outlined? Yes, retrofit existing parking lot to capture runoff in a highly visible location, with educational signage to spread information to adjacent parkland users.</b>		
<b>Past History: Has the applicant applied before? No.</b>		
<i>Project Design (70pts)</i>		
<b>Notes:</b> Capturing approximately 1 acre of mostly all impervious parking lot runoff that otherwise drains into Wolfe Lake. This is a simple, but cost effective demonstration project that can make substantial improvements to the pollutants entering the lake. There is also a level spreader proposed as a pretreatment system, which will be interesting to see how well it does keeping sediment and grit out of a raingarden taking on 1 acre of runoff.	35 /45	<b>Water Resource Improvement to MCWD</b>
	5 /5	<b>Innovative Design</b>
	5 /5	<b>Budget Detail</b>
	15 /15	<b>Maintenance Plan</b>
<b>Project Design Total:</b>		<b>60 /70</b>
<i>Education &amp; Outreach (15 pts)</i>		
<b>Notes:</b> Project is proposing educational signage done by designer (urban Ecosystems) that will be highly visible to the large adjacent park land and rec center owned by St. Louis Park. Awaiting a letter of support, but the city has shown strong verbal support of the project and its high visibility from the trails and very close amphitheater.	5 /10	<b>Outreach Techniques</b>
	5 /5	<b>Visibility of Demonstration</b>
<b>Education and Outreach Total:</b>		<b>10 /15</b>
<i>Water Resource Prioritization (15 pts)</i>		
<b>Notes:</b> Project site is 1 mile from the Minnehaha Greenway, and shares property lines with St. Louis Park rec center and the businesses on Excelsior and Grand. A great location to have a visible, highly functional project.	10 /15	<b>Alignment with District Priorities</b>
<b>Water Resource Prioritization Total:</b>		<b>10 /15</b>
<b>Total:</b>		<b>80 /100</b>
<i>Funding Approval Process</i>	<b>Potential for up to 75% funding</b>	
	<ul style="list-style-type: none"> <li>- project will need Board approval for funding requests over \$5,000</li> <li>- project will require a public hearing if it is over \$50,000, or if the project is funding equipment or requires long term maintenance by a public entity</li> <li>- project will be reviewed and compared to other like projects that met the application deadline</li> <li>- project will be reviewed, and funding will be prioritized by a staff team, our Citizen's Advisory Committee, and lastly the MCWD Board of Managers</li> </ul>	
<i>Reporting</i>	<ul style="list-style-type: none"> <li>- Inspection Report</li> <li>- Opportunities for monitoring</li> <li>- Description and location of outreach techniques used</li> <li>- Number of people engaged and educated on the project Has the project and outreach initiated other efforts on improving water quality and awareness</li> </ul>	

**Comments and Notes:**

Cost Share 2015 Detailed Evaluation Criteria  
Green Infrastructure Grant Evaluation Criteria

**Project Design – 70 points**

- Focus on water quality improvements
  - o Cost benefit of project compared to past funded projects through the Low Impact Development program
  - o Entire site design, with matrix of pollutant removals for overall cost
  - o Reduces flow, promotes infiltration, reduces erosion
  - o Creates habitat and promotes pollinator plants
- Innovation- something we haven't funded before, innovative use of stormwater BMPs, first of its kind in the region/state, multi-functionality, re-use system
- Budget- Detailed cost estimate of project (construction and outreach efforts)
- Maintenance- having a detailed maintenance plan and recommended schedule

**Education and outreach - 15 Points**

- Monitoring benefits of project overtime
- Visibility of demonstration and education opportunities to engage the public
- Educational signage
- Events hosted to promote project

**Water Resource Prioritization- 15 Points**

- Proximity to Focal Geography of MCWD Initiatives
  - o How can the project complement other District initiatives/future projects
- Proximity to an impaired waterbody
  - o How does project address impairments through BMPs
  - o Prioritize impairments within subwatershed
- Protection of high value resource

**Reporting-** when applicable, required before any phased reimbursement

- o Inspection Report
- o Opportunities for monitoring
- o Description of outreach techniques used and their location
- o Number of people educated and engaged on the project
- o Has the project and outreach initiated other efforts on improving water quality and awareness



August 5, 2016

RE: Letter of Support  
4820 Park Commons Raingarden Project

Dear Minnehaha Creek Watershed District Board of Managers:

The purpose of this letter is to lend support of the City of St. Louis Park for the implementation of a raingarden that is located partially on city property and 4820 Park Commons Drive.

The 4820 Park Commons Drive property historically has had drainage issues in the northeast corner of the northerly parking lot, which has caused isolated flooding, sedimentation, and nuisance conditions. The city has been working with the property owners on the development of the raingarden and believes that the implementation of a raingarden at this location will help to mitigate these drainage and sedimentation issues and will also provide an additional level of stormwater treatment for what is a currently an untreated area. The city will be requiring a maintenance agreement and easement as part of this project.

The City of St. Louis Park encourages residents and business to implement stormwater management projects on their property to reduce the volume of stormwater runoff and pollutants going into our water resources.

If you have further questions about this project, feel free contact me at 952-924-2690 or at [efrancis@stlouispark.org](mailto:efrancis@stlouispark.org). City staff is looking forward to working with the property owners and a successful project.

Sincerely,



Erick Francis  
Water Resources Manager

CC: Debra Heiser, Engineering Director

**STORMWATER MAINTENANCE, EASEMENT AND  
ENCROACHMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a Minnesota \_\_\_\_\_ (the “Owner”) and the **CITY OF ST. LOUIS PARK**, a Minnesota municipal corporation (the “City”).

**WHEREAS**, the Owner owns certain real property located in Hennepin County, Minnesota, legally described on Exhibit “A” attached hereto (the “Owner Property”);

**WHEREAS**, the City owns certain real property located in Hennepin County, Minnesota, legally described on Exhibit “B” attached hereto (the “City Property”);

**WHEREAS**, the City of St. Louis Park Watershed Management Commission requires permanent provisions for handling of storm runoff, including provisions for operation and maintenance of all stormwater runoff facilities and ponds, and such provisions are to be set forth in an agreement to be recorded in the real estate records;

**WHEREAS**, the Owner Property is subject to City of St. Louis Park Permit # \_\_\_\_\_ and is required to establish and maintain a rainwater infiltration basin (“Improvements”) on the Owner Property to capture and infiltrate runoff from the parking lot located on the Owner Property;

**WHEREAS**, the Owner desires to extend the improvements onto a portion of the abutting City Property legally described and depicted on Exhibit “C” (“Encroachment Area”) for the benefit of the Owner Property to assist in treating the runoff volume from the parking lot;

**WHEREAS**, the City has agreed to allow the extension of the improvement within the Encroachment Area under the terms of this Agreement pursuant to the plans and specification for the improvements attached hereto as Exhibit “D” (“Plans”);

**WHEREAS**, because of the joint impact on both the City Property and the Owner Property, the parties recognize that it is in the best interests of the owners of both properties to insure that the Improvements are properly maintained within both parcels and also desire to address the maintenance responsibilities for the Improvements;

**WHEREAS**, Owner agrees to grant an easement to the City to allow City access to the Improvements on the Owner Property, which area is legally described and depicted in Exhibit C attached hereto (“Easement Area”);

**NOW, THEREFORE**, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



1. Encroachment Authorization. The City hereby approves the encroachment on the City Property for the construction of the Improvements subject to the conditions set forth in this Agreement. The City shall have no responsibility to maintain the Improvements located on the City Property.

2. Construction of Improvements.

A. Owner shall construct the Improvements in accordance with the Plans. Owner agrees that the Improvements shall be constructed, consistent with all applicable federal, state, and local laws and regulations and shall not encroach beyond the areas identified in the Plans.

B. Owner shall provide \_\_ days' written notice to the City Manager prior to any construction, maintenance or repairs to be performed within the Encroachment Area.

3. Insurance. Prior to performing any work within the Encroachment Area, Owner or Owner's contractor shall provide a certificate of insurance verifying that an insurance policy has been issued to the Owner or Owner's contractor for the work to be performed within the Encroachment Area. The insurance shall include statutory worker's compensation coverage. Owner or Owner's contractor shall provide comprehensive general liability coverage in amounts approved by the City Manager sufficient to protect the City and public. All insurance policies required under this Agreement shall (i) be provided by a responsible insurance company licensed to do business in the State of Minnesota on a form acceptable to the City (ii) contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the covered insureds including the City as an additional insured on a primary and noncontributory basis; (iii) name the City as an insured party by endorsement; and (iv) shall be evidenced by a certificate of insurance listing the City as an additional insured which shall be on file with the City with updates provided upon City request.

4. Maintenance of the Improvements. The Owner and its successor as assigns as fee owner of the Owner Property shall be responsible for maintaining, repairing and replacing the Improvements and for observing all drainage laws and regulations governing the operation and maintenance of the Improvements located within the Owner Property and the Encroachment Area. The Owner shall comply with the operation, maintenance and inspection schedule attached hereto as Exhibit "F." The Owner shall make all such scheduled inspections, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including skimming and cleaning of the Improvements, shall be the obligation of the Owner and its successors or assigns as the fee owner of the Property.

5. City's Maintenance Rights. The City may, maintain the Improvements located within the Easement Area and Encroachment Area, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Improvements in accordance with this Agreement, applicable drainage laws and other requirements and such failure continues for 60 days after the City gives the Owner written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If the Owner does not complete the maintenance tasks within 60 days after such notice is given by the City, the City shall have the right to perform such maintenance tasks and to enter the Easement Area to perform such maintenance. In such case, the City shall send an invoice of its

reasonable maintenance costs to the Owner or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Owner or its assigns fails to reimburse the City for its costs and expenses in maintaining the Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to take appropriate legal action to recover such costs. Notwithstanding the foregoing, in the event to an emergency, as determined by the City Engineer, the 60-day notice requirement to the Owner for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Owner, and the Owner shall reimburse the City for any expense so incurred by the City in the same manner as if written notice as described above has been given.

6. Easement. In consideration of being allowed to construct and maintain the Improvements within City Property and the requirements of the Permit # \_\_\_\_\_, Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for the purpose of accessing and maintaining the Improvements pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain the Improvements together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of Improvements.

7. Indemnification and Hold Harmless.

A. Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner's or the Owner's agents or employee's negligence in the execution or performance of the construction, maintenance, repair or removal of the Improvements within the Encroachment Area or the negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions.

B. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

8. Termination.

A. The City may, at its sole discretion, terminate this Agreement as to any or all of the Improvements at any time by giving the then owner of the Owner Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and the Agreement may then be terminated immediately.



B. Upon termination of this Agreement or abandonment of the Improvements, the Owner shall promptly remove the Improvements to the effective date of the termination of this Agreement or abandonment of Improvements. If the Owner fails to do so the City may remove any or all Improvements and reestablish the City Property as it was prior to the construction of the Improvements and charge the cost of removal back to the Owner for reimbursement.

9. Costs of Enforcement. The Owner agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

10. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the City: City of St. Louis Park  
5005 Minnetonka Boulevard  
St. Louis Park, Minnesota 55416  
Attn: City Manager

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

11. Successors. All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns. The terms and conditions of this Agreement shall run with the Owner Property.

12. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County.

13. Counterparts. The parties may sign this Agreement in counterparts.

14. Effective Date. This Agreement shall be binding and effective as of the date hereof.

**OWNER:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, a Minnesota \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**CITY OF ST. LOUIS PARK**

By: \_\_\_\_\_  
Jake Spano, Mayor

(SEAL)

And: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Jake Spano and by \_\_\_\_\_, the Mayor and City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
CAMPBELL KNUTSON  
*Professional Association*  
1380 Corporate Center Curve, Suite #317  
Eagan, MN 55121  
Telephone: 651-452-5000  
AMP/cjh

**MORTGAGE HOLDER CONSENT  
TO  
STORMWATER MAINTENANCE, EASEMENT AND ENCROACHMENT  
AGREEMENT**

\_\_\_\_\_, which holds a mortgage on the subject property, the development of which is governed by the foregoing Stormwater Maintenance, Easement and Encroachment Agreement (“Agreement”), agrees that the Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA     )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

DRAFTED BY:  
Campbell Knutson  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
651-452-5000  
AMP/cjh



**EXHIBIT A**

**Legal Description of Owner Property**

**EXHIBIT B**

**Legal Description of City Property**

**EXHIBIT C**

**Legal Description of Encroachment Area**



**EXHIBIT D**

**Plans and Specifications for Improvements**

**EXHIBIT E**

**Legal Description of Easement Area**

**EXHIBIT F**

**Maintenance and Inspection Schedule**



